

| | | | | | | |
|---|--|--|--|--|------------------------------------|--|
| SOLICITATION, OFFER AND AWARD | | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA4 | Page 1 of 110 |
| 2. Contract No. | | 3. Solicitation No. W56HZV-04-R-0541 | | 4. Type of Solicitation Negotiated (RFP) | 5. Date Issued 2004APR16 | 6. Requisition/Purchase No. SEE SCHEDULE |
| 7. Issued By TACOM WARREN BLDG 231 AMSTA-LC-PHAA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | | Code W56HZV | 8. Address Offer To (If Other Than Item 7) | | |

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2004MAY07 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | |
|----------------------------------|--|---|
| 10. For Information Call: | Name SHEILA DOLAN E-mail address: DOLANS@TACOM.ARMY.MIL | Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-5848 |
|----------------------------------|--|---|

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
| | | | |
| | | | |

| | | | |
|---|-------------|-----------------|--|
| 15A. Contractor/Offeror/Quoter | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) |
| 15B. Telephone Number (Include Area Code) | | | 17. Signature |
| 15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer | | | 18. Offer Date |

AWARD (To be completed by Government)

| | | | |
|--|-------------------|--|-------------|
| 19. Accepted As To Items Numbered | 20. Amount | 21. Accounting And Appropriation | |
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) | Item |
| 24. Administered By (If other than Item 7) Code | | 25. Payment Will Be Made By Code | |
| 26. Name of Contracting Officer (Type or Print) SCD PAS ADP PT | | 27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer) | |
| | | 28. Award Date | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

| | | |
|---------------------------------------|---|-----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0541 MOD/AMD | Page 2 of 110 |
| Name of Offeror or Contractor: | | |

SECTION A - SUPPLEMENTAL INFORMATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| A-1 | 52.204-4016 (TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

| | | | |
|-----|------------------------|-----------------------------|----------|
| A-2 | 52.204-4232 (TACOM) | PUBLIC ACTIVITY INVOLVEMENT | DEC/2002 |
|-----|------------------------|-----------------------------|----------|

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

| | | | |
|-----|------------------------|-------------|----------|
| A-3 | 52.214-4003 (TACOM) | ALL OR NONE | MAR/1998 |
|-----|------------------------|-------------|----------|

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

| | | |
|---------------------------|--|-----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0541 MOD/AMD | Page 3 of 110 |
|---------------------------|--|-----------------------------|

Name of Offeror or Contractor:

| | | | |
|-----|------------------------|--|----------|
| A-4 | 52.215-4854 (TACOM) | PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST | JUL/2002 |
|-----|------------------------|--|----------|

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

| | | | |
|-----|------------------------|--|----------|
| A-5 | 52.242-4021 (TACOM) | NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION | JUL/1999 |
|-----|------------------------|--|----------|

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE SECOND, THIRD, AND FOURTH DIGITS SIGNIFY ITEM AND THE FIRST DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 1001 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 2001 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 3001 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. CLINS 0001, 0002, ETC. APPLY TO ANY ORDERING YEAR.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>EACH ORDERING YEAR'S QUANTITIES REPRESENT AN ESTIMATE ONLY. THE GOVERNMENT MAY ORDER FEWER OR MORE UNITS.</p> <p>***** *****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH THE CLAUSE ENTITLED "ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION" (FAR 52.215-4850). (SEE SECTION L PROVISION)</p> <p>***** *****</p> <p>(End of narrative A002)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | SECURITY CLASS: Unclassified THIS ITEM IS SOLE SOURCE TO FBM BABCOCK MARINE, LTD (End of narrative A003) | | | | |
| 0001AA | <u>SERVICES LINE ITEM</u> NOUN: BEB PROGRAM DATA PRON: P146K0722T PRON AMD: 01 AMS CD: 53153542120 TO BE PROVIDED IN ACCORDANCE WITH EXHIBIT A, CONTRACT REQUIREMENTS DATA LIST (CDRL) (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AC | <div><div><div><div>Deliveries or Performance</div><div>DLVR SCH</div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>30-SEP-2004</div></div></div><div>\$</div></div></div> | | | | |
| | <div><div>SERVICES LINE ITEM</div><div><div>NOUN: TEST SSP</div><div>PRON: PL46K0722T PRON AMD: 01</div><div>AMS CD: 53153542120</div></div><div><div>IN ACCORDANCE WITH SECTION C,</div><div>PARAGRAPH C.4.8.1.2 & C.10.2</div><div>(End of narrative B001)</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: Destination ACCEPTANCE: Destination</div></div><div><div>Deliveries or Performance</div><div>DLVR SCH</div><div><div>REL CD</div><div>QUANTITY</div><div>DATE</div></div><div><div>001</div><div>0</div><div>30-SEP-2004</div></div></div><div>\$</div></div> | | EA | | \$ |
| 0001AD | <div><div>SERVICES LINE ITEM</div><div><div>NOUN: CONTRACTOR TECH SUPPORT</div><div>PRON: PL46K0722T PRON AMD: 01</div><div>AMS CD: 53153542120</div></div><div><div>THE CONTRACTOR SHALL PROVIDE</div><div>A PER DAY PRICE FOR THIS</div><div>SUPPORT. ESTIMATED AMOUNT IS</div><div>600 DAYS</div><div>IN ACCORDANCE WITH SECTION C,</div><div>PARAGRAPHS C.4.8.4 AND C.10.3</div><div>(End of narrative B001)</div></div><div><div>Inspection and Acceptance</div></div></div> | | DA | | \$ |
| | | | | | |

+

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AE | INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001030-SEP-2006 \$ | | | | |
| | <u>SERVICES LINE ITEM</u> NOUN: CONTRACTOR FIELDING SUPPORT PRON: P146K0722T PRON AMD: 01 AMS CD: 53153542120 THE CONTRACTOR SHALL PROVIDE A PER DAY PRICE FOR THIS SUPPORT. ESTIMATED AMOUNT IS 600 DAYS IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.4.8.5 AND C.10.4 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001030-SEP-2004 \$ | | DA | | \$ |
| 0001AF | <u>SERVICES LINE ITEM</u> NOUN: SELF TAUGHT TRAINING PRON: P146K0722T PRON AMD: 01 AMS CD: 53153542120 IN ACCORDANCE WITH SECTION C, PARAGRAPH C.4.10.3 & C.10.5 (End of narrative B001) | | EA | | \$ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AG | <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination | | | | |
| | <u>Deliveries or Performance</u> DLVR SCH REL CDQUANTITYDATE 001030-SEP-2004 | | | | |
| | \$ | | | | |
| 1001 | SERVICES LINE ITEM | | EA | | \$ |
| | NOUN: FOLLOW-ON NET PRON: P146K0722T PRON AMD: 01 AMS CD: 53153542120 | | | | |
| | THE CONTRACTOR SHALL PROVIDE A PER SESSION PRICE FOR THIS TRAINING. ESTIMATED AMOUNT IS 20 SESSIONS IN ACCORDANCE WITH SECTION C, PARAGRAPHS C.10.4.4 & C.10.6 (End of narrative B001) | | | | |
| 1001AA | <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination | | | | |
| | <u>Deliveries or Performance</u> DLVR SCH REL CDQUANTITYDATE 001030-SEP-2004 | | | | |
| | \$ | | | | |
| 1001 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 1001AA | PRODUCTION QUANTITY | 14 | EA | \$ | \$ |
| | NOUN: BEB PRODUCTION PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120 | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 W56HZV4077K068 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 5 30-SEP-2004 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 1001AC | <u>PRODUCTION QUANTITY</u> NOUN: RADIO KITS PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 1ST PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS. IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.B (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 W56HZV4077K068 Y00000 M 3 | 5 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 5 30-SEP-2004 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 1002 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 1002AA | <u>PRODUCTION QUANTITY</u> NOUN: BEB PRODUCTION KITS PRON: P146K0692T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 1ST PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS. (NAVKIT, RADIO KIT, HEATER KIT AND INSTALLATION AND REMOVAL PER C.8.1) (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTSCLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K069 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-SEP-2004 FOB POINT: Origin | 2 | LO | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 1003 | SECURITY CLASS: Unclassified | | | | |
| 1003AA | <u>SERVICES LINE ITEM</u> NOUN: BEB CONTRACTOR FIELDING SPT PRON: P146K0762T PRON AMD: 01 AMS CD: 53153542120 1ST PROGRAM YEAR ESTIMATED QUANTITY IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.4 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 30-SEP-2004 \$ | | LO | | \$ |
| 1004 | SECURITY CLASS: Unclassified | | | | |
| 1004AA | <u>SERVICES LINE ITEM</u> NOUN: BEB SHAKEDOWN TESTING PRON: P146K0742T PRON AMD: 01 AMS CD: 53153542120 1ST PROGRAM YEAR ESTIMATED QUANTITY IN ACCORDANCE WITH SECTION C, PARAGRAPH C.5.3.2 | | LO | | \$ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u><u>QUANTITY</u><u>DATE</u> 001030-SEP-2004</div> <div>\$</div> | | | | |
| 1005 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 1005AA | <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: BEB TAN PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120</div> <div>THE QUANTITY INDICATED IS THE 1ST PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS.</div> <div>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</div> <div>(End of narrative B001)</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u><u>MILSTRIP</u><u>ADDR</u><u>SIG CD</u><u>MARK FOR</u><u>TP CD</u> 001 W56HZV4077K070 Y00000 M3 <u>DEL REL CD</u><u>QUANTITY</u><u>DEL DATE</u> 001130-SEP-2004</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>FREIGHT ADDRESS</u></div> | 1 | EA | \$ | \$ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 1005AB | <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB CAMOUFLAGE PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 1ST PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS.</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K070 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 1 30-SEP-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | 1 | EA | \$ _____ | \$ _____ |
| 1006 | <p>NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified</p> | | | | |
| 1006AA | <p><u>PRODUCTION QUANTITY</u></p> | 1 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <p>NOUN: CONVER BEB HULLS MARK I TO II PRON: P146K0712T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 1ST PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS.</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K071 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-SEP-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | | | | |
| 2001 | <p>NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified</p> | | | | |
| 2001AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 2ND PROGRAM YEAR ESTIMATED</p> | 14 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <p>QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K068 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 14 30-SEP-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | | | | |
| 2001AB | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: NAVKIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 2ND PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A</p> <p>(End of narrative B001)</p> | 5 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4077K068 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 5 30-SEP-2005 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 2001AC | <u>PRODUCTION QUANTITY</u> NOUN: RADIO KITS PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 2ND PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.B <div>(End of narrative B001)</div> <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin | 5 | EA | \$ _____ | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K068 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 5 30-SEP-2005 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 2002 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 2002AA | <u>PRODUCTION QUANTITY</u> NOUN: TAN PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 2ND PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K070 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 1 30-SEP-2005 | 1 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 2002AB | <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAMOUFLAGE PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 2ND PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K070 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-SEP-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | 1 | EA | \$ _____ | \$ _____ |
| 2003 | SECURITY CLASS: Unclassified | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2003AA | <div>SERVICES LINE ITEM</div> <div>NOUN: FOLLOW-ON PRODUCTION TEST PRON: P146K0742T PRON AMD: 01 AMS CD: 53153542120</div> <div>2ND PROGRAM YEAR ESTIMATED QUANTITY</div> <div>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 30-SEP-2005</div> <div>\$</div> | | EA | | \$ |
| 2004 | <div>NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified</div> | | | | |
| 2004AA | <div>PRODUCTION QUANTITY</div> <div>NOUN: CONVER BEB HULLS MARK I TO II PRON: P146K0712T PRON AMD: 01 AMS CD: 53153542120</div> <div>THE QUANTITY INDICATED IS THE 2ND PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</div> <div>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</div> <div>(End of narrative B001)</div> | 1 | EA | \$ | \$ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 3001 | <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K071 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 1 30-SEP-2005 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | 14 | EA | \$ _____ | \$ _____ |
| 3001AA | <u>PRODUCTION QUANTITY</u> NOUN: BEB PRODUCTION PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 3RD PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317 (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 3001AB | <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K068 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 14 30-SEP-2006 | 5 | EA | \$ _____ | \$ _____ |
| | FOB POINT: Origin | | | | |
| | SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| | <u>PRODUCTION QUANTITY</u> | | | | |
| | NOUN: NAVKIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120 | | | | |
| | THE QUANTITY INDICATED IS THE 3RD PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. THE QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS | | | | |
| | IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A (End of narrative B001) | | | | |
| | <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K068 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 5 30-SEP-2006 | | | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0541 MOD/AMD | Page 23 of 110 |
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 3001AC | <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: RADIO KIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 3RD PROGAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.B</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K068 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 5 30-SEP-2006</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | 5 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|---|-------------|---|----|----------|----------|
| 3002 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | | | | | | | |
| 3002AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TAN PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 3RD PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W56HZV4077K070</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr></table><table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>1</td><td>30-SEP-2006</td></tr></table><p>FOB POINT: Origin</p><p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p></p> | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZV4077K070 | Y00000 | M | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 1 | 30-SEP-2006 | 1 | EA | \$ _____ | \$ _____ |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV4077K070 | Y00000 | M | | 3 | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | 30-SEP-2006 | | | | | | | | | | | | | | | | | | | | | |
| 3002AB | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAMOUFLAGE PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120</p> | 1 | EA | \$ _____ | \$ _____ | | | | | | | | | | | | | | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p>THE QUANTITY INDICATED IS THE 3RD PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p> | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2006</p> <p>\$</p> | | | | |
| 3004 | <p>NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified</p> | | | | |
| 3004AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONVER BEB HULLS MARK I TO II PRON: P146K0712T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 3RD PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K071 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-SEP-2006</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p> | 1 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|------------|---|-------------|----------|------------|--------|----------|-------|-----|----------------|--------|---|--|---|------------|----------|----------|-----|----|-------------|----|----|----------|----------|
| | (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | | | | | | | | | | | | | | | | | | | |
| 4001 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | | | | | | | | | | | | | | | | | | | |
| 4001AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 4TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W56HZV4077K068</td><td>Y00000</td><td>M</td><td></td><td>3</td></tr></table><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>14</td><td>30-SEP-2007</td></tr></table><p>FOB POINT: Origin</p><p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p></p> | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | W56HZV4077K068 | Y00000 | M | | 3 | DEL REL CD | QUANTITY | DEL DATE | 001 | 14 | 30-SEP-2007 | 14 | EA | \$ _____ | \$ _____ |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV4077K068 | Y00000 | M | | 3 | | | | | | | | | | | | | | | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | | | | | | | |
| 001 | 14 | 30-SEP-2007 | | | | | | | | | | | | | | | | | | | | | |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 4001AB | <p><u>PRODUCTION QUANTITY</u></p> <p>5</p> <p>NOUN: NAVKIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 4TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.A</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K068 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 5 30-SEP-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | 5 | EA | \$ _____ | \$ _____ |
| 4001AC | <p><u>PRODUCTION QUANTITY</u></p> <p>5</p> <p>NOUN: RADIO KIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> | 5 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <p>THE QUANTITY INDICATED IS THE 4TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.B</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K068 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 5 30-SEP-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | | | | |
| 4002 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 4002AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: TAN PAINT PRON: PL46K0702T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 4TH PROGRAM YEAR ESTIMATED</p> | 1 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| | <p>QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC </p> | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W56HZV4077K070 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-SEP-2007 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 4003 | SECURITY CLASS: Unclassified | | | | |
| 4003AA | <u>SERVICES LINE ITEM</u> NOUN: FOLLOW-ON PRODUCTION TEST PRON: P146K0742T PRON AMD: 01 AMS CD: 53153542120 4TH PROGRAM YEAR ESTIMATED QUANTITY IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2007 \$ | | EA | | \$ _____ |
| 4004 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 4004AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CONVER BEB HULLS MARK I TO II PRON: P146K0712T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 4TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 W56HZV4077K071 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-SEP-2007</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | 1 | EA | \$ _____ | \$ _____ |
| 5001 | <p>NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified</p> | | | | |
| 5001AA | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BEB PRODUCTION PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> | 14 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| | <p>THE QUANTITY INDICATED IS THE 5TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.1 AND ATPD 2317</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV4077K068 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 14 30-SEP-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | | | | |
| 5001AB | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: NAVKIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 5TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C,</p> | 5 | EA | \$ _____ | \$ _____ |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-R-0541 MOD/AMD | Page 34 of 110 |
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | <p>PARAGRAPH C.8.1.A</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K068 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 5 30-SEP-2008</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | | | | |
| 5001AC | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: RADIO KIT PRON: P146K0682T PRON AMD: 01 AMS CD: 53153542120</p> <p>THE QUANTITY INDICATED IS THE 5TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS</p> <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.1.B</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE</p> | 5 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4077K068 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 5 30-SEP-2008 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 5002 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 5002AA | <u>PRODUCTION QUANTITY</u> NOUN: TAN PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 5TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin | 1 | EA | \$ | \$ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 5002AB | <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K070 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 1 30-SEP-2009 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| | <u>PRODUCTION QUANTITY</u> NOUN: CAMOUFLAGE PAINT PRON: P146K0702T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 5TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.3 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4077K070 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 1 30-SEP-2008 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR | 1 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
| 5003 | SECURITY CLASS: Unclassified | | | | |
| 5003AA | <u>SERVICES LINE ITEM</u> NOUN: FOLLOW-ON PRODUCTION TEST PRON: P146K0742T PRON AMD: 01 AMS CD: 53153542120 5TH PROGRAM YEAR ESTIMATED QUANTITY IN ACCORDANCE WITH SECTION C, PARAGRAPH C.10.7 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2008 \$ | | EA | | \$ _____ |
| 5004 | NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified | | | | |
| 5004AA | <u>PRODUCTION QUANTITY</u> NOUN: CONVER BEB HULLS MARK I TO II PRON: P146K0712T PRON AMD: 01 AMS CD: 53153542120 THE QUANTITY INDICATED IS THE 5TH PROGRAM YEAR ESTIMATED QUANTITY AND DOES NOT REPRESENT AN ORDER. QUANTITIES WILL BE ORDERED UNDER DELIVERY ORDERS | 1 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | <p>IN ACCORDANCE WITH SECTION C, PARAGRAPH C.8.4</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4077K071</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="4"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td colspan="4">30-SEP-2008</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | DOC | SUPPL | | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZV4077K071 | Y00000 | M | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | 001 | 1 | 30-SEP-2008 | | | | | | | |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV4077K071 | Y00000 | M | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | 30-SEP-2008 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | MAY/2000 |

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

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|-----|------------------------|---|----------|
| C-2 | 52.211-4053 (TACOM) | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) | MAR/2000 |
|-----|------------------------|---|----------|

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

Bridge Erection Boat
Scope of Work

C.1 General. The Bridge Erection Boat (BEB) is an aluminum-hulled, twin-diesel, twin-jet work boat that supports float bridging operations. It is used to build bridges and build and maneuver rafts. It is transported, launched and retrieved by the M1977 Common Bridge Transporter (CBT) truck and M14 Improved Boat Cradle (IBC). Its dimensions are roughly 27 feet long, 8 feet wide and 26 inches draft. The normal crew is one operator and one bridge crewman. The BEB is operated by and maintained using the personnel and equipment of the Multi-Role Bridge Company (MRBC).

C.1.1 Definitions. For this SOW the following definitions apply:

| | |
|-------------|----------------------------------|
| BEB: | The new Bridge Erection Boat |
| Mk I/Mk II: | The fielded Bridge Erection Boat |
| Contractor: | FBM Babcock |
| Government: | The US Army PM Bridging |

C.1.2 Program Overview. The contractor is responsible for the overall design, development, component selection, integration, fabrication, contractor testing, Government test support, logistics product development and fielding support, configuration management, production planning and eventual full production of the BEB.

C.1.3 Program Management. The contractor shall be responsible for overall program management, which includes as a minimum, the allocation and control of contractor provided resources as well as the synchronization of Government provided resources to achieve program objectives and requirements.

C.1.3.1 Work Breakdown Structure (WBS). The contractor shall prepare and maintain a WBS and a WBS Dictionary using MIL-HDBK-881 as a guide for format and content. The Government reserves the right to review and approve the WBS Structure. The contractor shall define all subcontracted effort within the WBS. Contract change proposals require the same level of WBS identification, definitions, and SOW relationships as the basic contract. No WBS changes shall be made at or above the third level of the WBS without Government approval.

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Name of Offeror or Contractor:

C.1.3.2 Master Integrated Program Schedule (MIPS). The contractor shall create and maintain a MIPS. The Government will approve the baseline and all revisions. The MIPS will assist in the measurement of risk management, performance, and program schedule. The contractor is responsible for explaining all program slippages and providing get-well plans within 30 days of discovery of a program slippage (Reference CDRL A001).

C.1.3.3 Meetings and Reviews. The Government and contractor shall conduct meetings and reviews either formally or informally as needed to ensure the success of the BEB. The contractor will host a Start of Work meeting within 30 days of contract award. The Start of Work meeting should be held either at or near his domestic production facility. Meetings may be either in-person or via teleconference. The contractor shall prepare minutes and maintain the status of action items generated in the course of each meeting or review. Minutes will be provided to all stakeholders no later than five working days from the meeting or review (Reference CDRL A002). Electronic delivery is acceptable. The Government or contractor shall provide notice of formal meetings or reviews at least ten days prior to the requested meeting/review.

C.1.3.3.1 Preliminary Design Review. The contractor shall conduct a preliminary design review in conjunction with the start of work meeting. During this review the contractor shall present his planned solutions to achieving the requirements of ATPD 2317 Performance Based Purchase Description, Bridge Erection Boat (Attachment 1). The preliminary design review is considered complete upon written Government approval of the minutes and all proposed design alternatives.

C.1.3.3.2 Critical Design Review. The Contractor shall conduct a Critical Design Review at his facility prior 60 days after the approval of the PDR. The contractor shall present his system design with supporting analysis. The critical design is considered complete upon written Government approval of the minutes and finalized requirements (specified, derived, and implied).

C.1.3.4 In-Process Reviews (IPR). The contractor shall conduct quarterly IPRs that address, at a minimum technical performance progress, technical data development, ILS development, cost and schedule status. The location of these IPRs will be the contractors facility unless otherwise agreed to by the parties.

C.1.3.5 Working Integrated Process Teams (IPT). The contractor shall form working IPTs as necessary to support the BEB effort. The working IPTs will be composed of contractor and Government personnel. The working IPTs will guide the direction and progress of the program. The working IPTs will be responsible for risk mitigation efforts.

C.1.3.6 Risk Monitoring. The government will manage risk by tracking completion status of important program elements. The contractor shall develop and submit a list of elements to be tracked. The list shall be based upon the requirements of the SOW, WBS, MIPS and CDRLs. The list shall identify a contractor POC and a recommended reporting period for each element. The Government will approve the list and establish a reporting period. The contractor shall submit a recurring report summarizing the completion status of agreed elements. The Government may add or delete elements from the list as the contract progresses (Reference CRDL A00W).

C.1.4 Data. The contractor shall provide access to Contract Data Requirements List (CDRL) and non-CDRL data containing management, financial, engineering, and logistics information electronically. The contractor may provide the access via a secure web site that he manages. Access to data shall be password protected and available only for contract purposes. This on-line access to contractor data shall be available to the Government via personal computers. All data to be delivered under this contract shall be available electronically and in contractor format unless otherwise specified in the contract.

C.2 Engineering. The contractor shall perform the engineering and design effort necessary to document, fabricate, test, deliver and support boats conforming to ATPD 2317 Performance Based Purchase Description, Bridge Erection Boat (Attachment 1).

C.2.1 Configuration Management and Control. The contractor shall establish and utilize configuration management tools and procedures in accordance with Attachment 2, Configuration Management and Technical Data Package (Reference CDRLs A003, A004, A005, A006, A007, A008, and A009).

C.2.2 Part Numbers. All components of the BEB shall have part numbers. These numbers will be used for component identification during manufacture and provisioning. Commercial or Original Equipment Manufacturer (OEM) part numbers shall be used. Part numbers shall be applied to items or to their packaging in accordance with the suppliers practices (for commercially available items) and in accordance with MIL-STD-130L (for contractor manufactured items).

C.2.2.1 Unique Identifiers (UID). The contractor shall develop and assign UID codes for components and assemblies in accordance with MIL-STD-130L. UID labeling shall be applied to items in accordance with MIL-STD-130L. At a minimum, UID codes shall be assigned and applied to all provisioned items with a value of at least \$5000 and to these specific items:

- Boat, complete
- Engine assembly, complete, as containerized
- Jet Assembly, complete, as containerized

The decision to assign a UID to any other item shall be made when the item is provisioned.

C.2.3 Specifications. Specification ATPD 2317 Performance Based Purchase Description, Bridge Erection Boat establishes the

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performance standards for the boat. This document will be developed and maintained by the Government.

C.2.3.1 The contractor shall develop second tier specifications for major components (engine, gears, and propulsion jet) to ensure their performance and maintainability characteristics comply with ATPD 2317. Such specifications shall be developed and maintained by the contractor. Specifications shall be included on or referenced by drawings as appropriate.

C.2.3.2 The contractor shall develop specifications to define or ensure the performance, quality and maintainability of purchased components and manufactured items. These specifications may be product specifications developed for this program. Nationally recognized standards and specifications (ISO, DIN, SAE, ASTM, etc.) shall be utilized as appropriate. These specifications shall be included on or references by drawings as appropriate.

C.2.4 Transportability Report. The contractor shall submit a transportability report that describes how the boat is transported and describes the boats compliance with the transportability requirements of ATPD 2317. The report shall include the data required by Data Item Description DI-PACK-80880B, limited to identification of differences between the MkII and the BEB and the effects of these differences on transportability. The report is due 30 days after the Critical Design Review is completed in accordance with CDRL A00A.

C.2.5 Preservation and Packaging.

C.2.5.1 Boat Preservation and Packaging, Short Term. The contractor shall develop materials, processes and procedures to protect the boat during shipment, handling, and temporary storage prior to shipment for fielding. The BEB shall be fielded in unit sets of 14. Adequate protection and security shall be given to equipment and components susceptible to loss or damage from pilferage, vandalism, vibration, corrosion, or other environmental deterioration and any other conditions incidental to the shipment of the boat. Commercial practices and standards are acceptable.

C.2.5.1.1 Shipboard Delivery Packaging. Boats designated for overseas delivery will be shipped as deck cargo. The short term preservation and packaging procedures shall contain a section identifying special procedures, if any, that apply to this mode of delivery (Reference CDRL A00B).

C.2.5.2 Boat Preservation and Packaging, Long Term. The contractor shall develop materials, processes and procedures to protect the boat during exterior storage in excess of 90 days. Adequate protection and security shall be given to equipment and components susceptible to loss or damage from pilferage, vandalism, vibration, corrosion, or other environmental deterioration and any other conditions incidental to the shipment of the boat. Commercial practices and standards are acceptable. The contractor shall provide drawings of containers designed specifically for the BEB components (Reference CDRL A00B).

C.2.5.3 Component Preservation and Packaging. The contractor shall develop preservation methods and packaging for components and assemblies that are provisioned as replacement items. This packaging shall be developed in accordance with commercial practice. Existing packaging shall be used to the maximum extent practical.

C.2.5.4 Reusable Container Development. The contractor shall develop reusable shipping and storage containers for the dressed power pack and dressed propulsion jet. These containers shall protect their contents against physical and environmental damage and pilferage of components. Commercial containers are acceptable. The contents of the dressed power pack and dressed propulsion jet shall be developed during the provisioning process (Reference CDRL A00B).

C.2.5.5 Packaging Schedule. Packaging for the boats and the reusable containers shall be developed prior to the delivery of the first production boat. Packaging for components shall be developed and submitted in conjunction with the development of provisioning data, per Section 4 of this SOW. Packaging shall be applied to boats in accordance with Section C.7.1 of this SOW (Reference CDRL A00B).

C.3 Production Planning.

The Contractor shall be required to use a US-based shipyard for the production of the BEB. The contractor shall be responsible for the management and oversight of the shipyard ensuring that all requirements of the contract are met. The shipyard will be an integral member of all teams described in paragraph C.1.3.

C.3.1 Production Plan. The contractor shall develop a plan detailing his approach for the tear down, re-assembly, inspection, test, acceptance and delivery of boats during the production phase of the program. This plan shall become part of the contract and shall be used in managing that effort. The plan shall address all aspects of the production effort to include; facilities, physical resources, materials, personnel, tools and tooling, tests, test equipment, work flow, storage and control of vendor supplied items, and temporary storage and shipment of the completed boats. Risk areas shall be identified. Mitigation measures shall be identified for each risk. This plan shall be delivered, in contractor format for approval, to PM-Bridging no later than 90 days after contract award (Reference CDRL A00C). Department of Defense Directive 4245.7-M, Chapter 5 shall be used as a guide in preparing the Production Plan.

C.3.1.2 Disposition of Mk I/Mk II parts. The contractor shall remove and prepare for shipment unused Mk I and Mk II parts designated by the Government for use by the Government. As part of the PDR the contractor will identify for the Government those Mk I and Mk II parts they do not plan to reuse during the BEB effort. Within 30 days of notification the Government will identify those Mk I and Mk II parts it will take for use on other efforts. This list will be included in the contractors production plan. All other parts will be

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disposed of by the contractor.

C.3.2 Production Review (PR). The contractor shall hold a PR 100 days after contract award. The PR shall be held at the contractors facility. The PR shall address management and technical disciplines, design maturity, item configuration, facilities, equipment, production line status, and overall production readiness. The PR results will be used to determine if the design is ready for production, production problems have been resolved, and the contractor has accomplished adequate planning for the production phase. The PR is considered complete upon Government approval of the minutes and finalized requirements (specified, derived, and implied).

C.4 Integrated Logistics Support.

C.4.1 Integrated Logistic Support (ILS) Program. The contractor shall develop and implement an ILS Program as part of the overall BEB Program.

C.4.1.1 ILS Plan: The Prime Contractor shall develop a plan describing how he intends to fulfill the requirements herein. The plan shall be as extensive as necessary to demonstrate that the Prime Contractor understands the requirements, allocates appropriate resources, and identifies risk areas. The plan will include internal procedures/controls that address ILS influence on design, data requirements, and schedule with milestones for Logistics Management Information (LMI, provisioning, technical manuals), and updates to the program. The plan is subject to Government approval and addresses supportability analysis, maintenance planning, training programs, technical manuals, supply support planning and support equipment. A single point of contact for ILS (Prime, Production Center, Subcontractors), shall be identified to the Government. The plan shall be submitted to the Government 75 days after contract award in accordance with CDRL A00D and requires written approval of PCO.

C.4.1.2 Contractor ILS Objectives:

- a. Develop the ILS concept with the Government.
- b. Identify design changes to improve safety, improve ease of maintenance, and increase reliability.
- c. Accurately identify and document all logistics support resources to operate and maintain the system.
- d. Develop a cost effective maintenance plan and Logistics Support Package (technical manuals, repair parts, tools, test equipment, provisioning) incorporating engineering changes, test incident corrective actions, and validating and updating vendor information.
- e. Create and deliver Logistics Products to support test and logistics events. (logistics demonstration, validations and verifications, fielding, and training)

C.4.1.3 Maintenance Planning. The contractor shall review the complete configuration of the BEB. They shall identify all potential tasks required to place the BEB in operation, operate the BEB, perform scheduled services on the BEB, and maintain or repair the BEB and all its components. The maintenance concept will be oriented toward Army two-level maintenance.

C.4.1.3.1 Supportability Analysis. The Prime Contractor shall conduct a supportability analysis to determine the maintainability characteristics of the system. The contractors shall identify the Logistics Control Number (LCN), maintenance functions, level of maintenance, manpower, Source, Maintainability & Recoverability (SMR) codes, task times, annual maintenance manhours, spare parts, troubleshooting and diagnostics, support equipment, any scheduled maintenance requirements and steps to perform tasks for each repairable item. The analysis shall be conducted in end item hardware top-down, breakdown sequence. The contractor shall present this list to the Government for review and approval prior to creating logistics products (technical manuals, provisioning and training). The list may be submitted to the Government incrementally for review and in accordance with CDRL A00D.

C.4.1.3.2 Functional Requirements Identification. The Contractor shall:

- a. Develop and Maintain LCN structure to repair part level.
- b. Identify peculiar, unique and common tools, parts, equipment and additional authorized list (AAL) equipment.
- c. Develop and Update the Operator/Maintenance Task List.
- d. Furnish Oil Analysis data as required by DI-MISC-80390 (Reference CDRL A00E).

C.4.2 Repair Analysis. In creating the BEB Maintenance Task List, the Contractor shall perform a Level of Repair Analysis (LORA) to determine if it is economical to repair potentially reparable components. If the LORA indicates an item should be repaired, the LORA will recommend which entity within the Army Maintenance structure shall perform the repair. In absence of a suitable Army structure qualified for repair, the recommendation may include contractor logistics repair. The Contractor shall submit his LORA not later than 90 days after contract award in accordance with CDRL A00D. The contractor may use the Armys COMPASS LITE to perform this level of repair analysis or may offer an alternative LORA model to the Government for approval. (COMPASS LITE is available free of charge to Government Contractors on the LOGSA website, <http://www.logsa.army.mil/alc/lite>.)

C.4.3 Provisioning.

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ide to Provisioning.

C.4.3.1 Provisioning Objectives. The contractor shall develop, maintain and deliver to the Government, provisioning data (Provisioning Master Record or PMR) IAW in MIL STD-1388-2B format (available upon request from the Contracting Officer). This requires development of the contractor database and continuous update of the Government PMR following the final provisioning conference. PMR shall include data for all major assemblies, assemblies, sub-assemblies, components, piece parts, their relational next higher assembly (NHA), mounting/attaching hardware and repair kits. Components of End Item (COEI), Basic Issue Items (BII), Additional Authorized Items List (AAL) and Special Tools/Test Equipment (STTE) and Test Measurement and Diagnostic Equipment (TMDE) required to support the BEB shall be included in the PMR. Common hand tools found in the Army Supply System shall not be included.

C.4.3.2 Provisioning Contract Control Number (PCCN). The PCCN for the BEB is C01911, Model Record AAAA. All provisioned items shall be identified with an Usable On Code (UOC) of DVW.

C.4.3.3 Provisioning Schedule and Conferences. Realizing that the PMR is a dynamic 'work-in-progress', the contractor shall, at the Start of Work meeting, deliver a schedule outlining his/her estimate of the total number of anticipated provisioned items and a sequential calendar time-line in which to review all necessary PMR data entries and required technical data associated with these items for the BEB. A minimum of 500 and maximum of 1500 lines of provisioning are the norm for any 40 hour period with a typical PMR record consisting of eight lines of provisioning.

C.4.3.4 Provisioning Data Quality Assurance. The contractor shall develop, maintain and continuously update/revise the PMR to reflect the most current and accurate configuration of the BEB, associated Engineering Data for Provisioning (EDFP), pricing, engineering changes and technical data throughout the life of the contract. The PMR shall be structured in a logical "top-down, disassembly" numeric PLISN sequence with ten (10) spaces between each four (4) character Provisioning List Item Sequence Number (PLISN.) The Government will approve/reject the PMR format and structure at the first scheduled provisioning conference. Once approved, no record shall be deleted from the PMR without Government approval. Changes, revisions shall be documented via creation of a new PLISN record. The Government's final acceptance of the PMR, associated EDPF and technical data shall be based in part on the contractor's compliance with the guidance in this SOW, the QAPG, and successful loading of the PMR data into the Government's recognized master data base with an error/reject percentage of less than 5 percent. Any PMR data submission exceeding 5 percent errors shall be rejected and returned to the contractor for correction within 30 working days after official notification.

C.4.3.5 Logistics Management Information (LMI) Data Products. The contractor shall develop and continuously update the following LMI data products. Current submittals are due at each scheduled provisioning conference and final submittals are delivered in accordance with CDRL A00F. Data products deemed inaccurate, incomplete or unacceptable will be rejected by the Government at the provisioning conference. The contractor shall have 30 working days to make corrections and electronically re-submit data for review/acceptance. Formal notice of acceptance/rejection will be made through the contracting officer. The following data constitutes LMI data products:

Provisioning Parts List (PPL) The PPL is structured in PMR format (see MIL-PRF-49506 for guidance), depicting the actual manufacturer's part number and Commercial Activity Government Entity (CAGE) code, with 10 spaces between four character PLISNs, depicting all items provisioned to date. Two paper copies of the PPL shall be delivered at each scheduled provisioning conference for Government use.

Pre-Procurement Screening - Each item provisioned shall be screened for the existence of a valid National Stock Number (NSN), using available screening tools (e.g. Haystack, Federal Logistics Information Service, etc.), along with the NATO Master Cross Reference List (NMCRL). One paper copy of the screening results shall be delivered at each scheduled provisioning conference for Government use. Where an item screen results in a valid NSN, the following data shall be validated:

- The Manufacturer's part reference number
- The Manufacturer's CAGE code
- The Item Nomenclature
- The Reference Number Category Code (RNCC)
- The Reference Number Variation Code (RNVC) - acceptable
- Combinations of RNCC/RNVC are 2-2, 3-2
- The Item's Shelf Life Code (SL)
- The Actual Unit of Measure (UM)
- The Unit of Measure Price
- The Item's Essentiality Code (EC)
- The Item's Recoverability Code

C.4.3.5.1 Engineering Data for Provisioning (EDFP). Where no valid NSN is available, appropriate EDPF shall be developed supporting the provisioned item. The EDPF shall be in the English Language.

C.4.3.5.2 Adequate EDPF may include an engineering drawing which completely identifies the item as to size, dimensions, special characteristics and material composition. The associated PLISN shall be annotated above the drawing's 'title block' and the actual manufacturer's CAGE code shall be depicted adjacent the drawing/part number. Any EDPF which is deemed "proprietary" in nature shall be clearly labeled as PROPRIETARY DATA-FOR PROVISIONING PURPOSES ONLY.

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C.4.3.5.3 Two paper copies of EDFP shall be delivered at each scheduled provisioning conference for Government Use. Upon successful completion of the provisioning conference, one composite CD-R, containing all the EDFP submitted, in PLISN sequence, shall be delivered to the Government.

C.4.3.5.4 No EDFP shall be required where a provisioned item is identified by recognized, verifiable Government or industry standard/specification which results in an NSN. Nor will EDFP be required for items which have been identified and noted in the PMR as 'referenced' to a 'first-appearance' PLISN.

C.4.3.6 The Government may, at its discretion, submit Provisioning Technical Documentation (PTD) reports which identify data changes (part/reference number, Source, Maintenance and Recoverability (SMR) codes, etc. The contractor shall incorporate these data into the PMR.

C.4.3.7 As part of the PMR the following data elements shall be developed for Data Record H:

- Reference Number
- Provisioning System Identification Code (the PCC)
- CAGE code
- Reference Number Category Code (RNCC)
- Reference Number Variation Code (RNVC)
- Item Nomenclature
- Reference Number overflow (where required)
- National Stock Number (NSN)
- Unit of Issue (UI)
- Unit of Issue Price (initially, estimated prices may be used - iterative use of \$1.01 or \$0.99 is discouraged)
- Unit of Issue Conversion Factor
- Shelf Life Code (where appropriate)
- Additional Reference Number (where necessary)
- Additional Reference Number CAGE code (where appropriate)
- Additional Reference Number RNCC/RNVC (where appropriate)
- Unit of Measure (UM)
- Unit of Measure Price

C.4.3.7.1 As part of the PMR the following data elements shall be developed for Data Record H1:

- Reference Number
- Significant Character Code
- LSA Control Number
- Provisioning System Identification Code
- Usable On Code (UOC) = DVW
- Indenture Code
- PLISN
- Quantity per Assembly
- Quantity per End Item
- Next Higher Assembly (NHA) PLISN
- Same As PLISN (SAP) (referenced items)
- Source, Maintenance and Recoverability (SMR) code (manufacturer's recommendation)
- Demilitarization Code (DEMIL)
- Maintenance Replacement Rate (MRR) I
- Maintenance Replacement Rate (MRR) II
- Maintenance Replacement Rate Modifier
- Maintenance Task Distribution (MTD)
- Repair Cycle Time (RCT)
- Essentiality Code (EC)
- Functional Group Code (FGC), where applicable
- Technical Manual (TM) Figure Number
- TM Item Number
- TM Code
- Replacement Task Distribution (RTD)
- Change Authority (for provisioned items requiring change)
- Interchangeability Code (used with Change Authority)
- Serial Number Affectivity (used with Change Authority)
- Change Authority Number

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Any additional data elements required by the contractor's automated system

C.4.4 Not Used

C.4.5 Not Used

C.4.6 Technical Publications.

C.4.6.1 Contractor shall develop equipment Technical Manuals (TM) listed below in accordance with the technical content requirements of MIL-STD-40051B. The Government will provide the TM Code at the Start Of Work meeting.

C.4.6.2 Contractor-developed TMs will be subdivided into volumes (if applicable), chapters, and work packages in accordance with MIL-STD 40051B. Individual work packages will not exceed 30 pages. The contractor will assign each work package a numeric work package number in accordance with MIL-STD 40051B. MIL-HDBK 1222B provides examples of typical work package style and format. Best commercial practice will govern work package type size, alignment, style, and spacing (Reference CDRL A00G).

C.4.6.3 All contractor-developed graphics will be delivered in one of the following graphic file formats in accordance with MIL-STD 40051B, in addition to one paper copy:

- a. Computer Graphic Metafile (CGM)
- b. Adobe Acrobat (PDF)
- c. Continuous Acquisition and Life-Cycle Support (CALS) Raster
- d. Initial Graphics Exchange Specification (IGES)
- e. Tagged Image File Format (TIFF)
- f. Joint Photographic Experts Group (JPEG) (preferred)

C.4.6.4 Contractor shall ensure the Final Draft Equipment Publication (FDEP) delivered under this contract is consistent with the Government approved equipment configuration as a result of final tests. The contractor must validate technical manual data that changes as a result of this testing prior to FDEP delivery.

C.4.6.5 TM numbers for the BEB publications are:

- a. Operator Manual TM 5-1940-322-10
- b. Field and National Maintenance Manual TM 5-1940-322-25
- c. Repair Parts and Special Tools List TM 5-1940-322-25P

The contractor shall deliver copies of the publication electronically, in Microsoft Word? and editable PDF, in addition to one hard copy per CDRL A00G. Draft TM delivery shall adhere to the delivery dates specified during start of work meeting.

C.4.6.5.1 Contractor shall produce and deliver an editable (i.e. Adobe Acrobat) ETM file or word processing file (i.e. MS Word for Windows or equivalent) for each publication in paragraph C.4.6.5.

C.4.6.6 Battle Damage Assessment Repair (BDAR). As directed by the Contracting Officer, the Contractor shall prepare inventive and uncharacteristic repairs for battle time sustainment. BDAR instructions shall be developed to support the BEB and will be included as a dedicated chapter of the operator and unit maintenance manuals. Such repair instructions are to provide a basis for field expedient fixes during emergency or combat operations. Purpose is to rapidly return disabled boats to safety or to the operational commander by expediently fixing, bypassing or jury-rigging components to restore the minimal essential systems required for the support of the mission or to enable the boat to self-recover. Such repairs are temporary and may not restore full performance. Guidance for development of BDAR may be found in Army Field Manual, FM 20-22, "Vehicle Recovery Operations" or in TM 9-2320-356-BD. Copies of both of these documents will be provided to assist in applying BDAR principles to the BEB mechanical recovery procedures (Reference CDRL A00H).

C.4.6.7 Not Used

C.4.6.8 Not Used

C.4.6.9 The Contractor shall validate the accuracy of all publication deliverables. The Government has the right to review validation records and witness validation processes at any time during the contractor performance period. The Government reserves the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling, a mix of desktop review and actual performance. If the contractor has not adequately validated data, the Government may return products for rework. TM validation/verification will be accomplished as much as possible coincident with the combined Logistics Demonstration/Validation Verification (paragraph 4.7).

C.4.6.10 Two-Level Maintenance. The Army's two-level maintenance system consists of Field Maintenance and Sustainment Maintenance. These requirements will be further discussed at the Start of Work meeting.

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C.4.6.10.1 Field Maintenance will consist of on-system repairs. It is mainly replacement of defective parts and preventive maintenance. Field maintenance is done by operators or at the unit level or near the unit. It returns repaired equipment to the soldier. It covers crew, unit and selected direct support maintenance tasks. It consists of tasks that do not require further disassembly of the component to accomplish repairs. Parts/components requiring disassembly or further repairs are replaced on the end item with failed parts to be evacuated to Sustainment Maintenance.

C.4.6.10.2 Sustainment Maintenance will consist of off-system repairs. It is mainly repair of defective equipment parts. Sustainment maintenance is designed to repair and return items to the supply system. Sustainment maintenance includes maintenance tasks required to return components, subassemblies and/or end item systems to serviceable condition in accordance with National Maintenance Standards.

C.4.6.11 Special Tools and Test Equipment (STTE). The contractor shall identify all special tools and test equipment required to service or repair the BEB. Special Tools are defined as tools not found in the U.S. Army's "General Mechanics" tool kit (NSN: 5180-01-454-3787), "Organizational Maintenance" Common #1 tool kit (NSN: 4910-00-754-0654), "Common #2" tool kit (NSN: 4910-00-754-0650), tool kit "Supplement #1" (NSN: 4910-00-754-0653) and Forward Repair System (NSN: 4940-01-463-7940). The Government will approve all recommendations for implementation.

C.4.6.12 Publication History File. The contractor shall maintain a file of all manual changes made during this contract to include engineering change proposals and post-fielding reports. It shall be available to Government representatives upon request.

C.4.6.13 Reproduction Rights. The Government shall have unlimited rights to reproduce technical manuals and all illustrations developed under this contract.

C.4.7 Combined Logistics Demonstration (LD)/Validation Verification (VV).
The LD is a hands-on verification of the Logistics Support Package carried out by performing selected tasks using actual hardware. The VV concentrates on the accuracy of tasks and accompanying illustrations. The LD/VV focus will be on improved maintainability, the identification of system design improvements, a reduction of special tools, improved safety procedures in maintaining the boat, and timed reduction of maintenance task performance.

C.4.7.1 Contractor Responsibilities. The Contractor shall act as a consultant to Government operators and mechanics in performing operator and maintenance tasks during the LD/VV. The LD/VV shall be conducted at the contractors production site. Contractor facilities will include adequate shop area, overhead lift capabilities, requisite common tools, special tools, and test and diagnostic equipment required to perform all identified BEB operator and maintenance tasks. The LD/VV will include physical performance of all PMCS and all scheduled maintenance tasks. The LD/VV will also include physical performance of not less than 35% non-scheduled maintenance tasks and a 100% desktop review of all remaining non-scheduled maintenance tasks.

C.4.7.1.1 Logistics Products and Support Equipment. The contractor shall supply all BEB technical manuals including a complete Repair Parts and Special Tools List (RPSTL), all mandatory replacement items, all consumable supplies, parts, safety items, and all approved STTE/TMDE identified for successful performance of the BEB LD/VV.

C.4.7.2 LD/VV Procedures. The Government shall provide the contractor with a draft Government TM verification plan no later than 90 days prior to the start of the LD/VV effort; this plan will include the specific maintenance tasks identified either hands-on or for desk-top review. Government reserves the right to require additional hands-on task performance of selected operator and maintenance procedures to determine TM quality. The contractor shall incorporate all comments resulting from LD/VV prior to submission of the final TMs.

C.4.8 System Support.

C.4.8.1 System Support Package (SSP). The contractor shall support the LD/VV and test events with a logistics support package that includes parts, manuals, engineering data and training documents as required herein.

C.4.8.1.1 LD/VV System Support Package (SSP). The Operator and Maintainer LD/VV Task List will be provided to the contractor 90 days after contract award. The contractor shall provide a draft SSP List (SSPL) to the Government within 30 days of LD/VV Task List receipt (Reference CDRL A00K). The Contractor shall review the LD/VV task list and determine what items will be needed (consumed, used, referenced) to successfully complete the tasks. At a minimum, it should include, but not be limited to: repair parts, unique and special tools, common tools, draft technical manuals (with RPSTL), all associated BEB drawings which may be required. The Government will review and approve the draft SSPL with comments 15 days after receipt from the contractor. The approved SSPL shall be ordered and delivered to the LD/VV site prior to the event.

C.4.8.1.2 Test SSP. When directed by a delivery order, and if testing is required away from the contractors facility, the contractor shall determine which items will be needed to successfully support testing. The test SSP will include repair parts, unique and special tools, common tools, draft technical manuals (with RPSTL), all associated BEB drawings which may be required, and Training Course One Program of Instruction. The test SSP is contractor-generated and Government-approved. The test SSP shall be delivered to the test site prior to the start of Government testing. The SSP will be inspected by the Government for completeness prior to the start of test. The SSP shall be replenished as required throughout the duration of the test. If any testing requires re-test, the SSP will be updated and

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made available at the time of re-test.

C.4.8.2 Not Used

C.4.8.3 Contractor Field Support Initial Fielding. The contractor shall provide one or more technical specialists who individually know all aspects of the boat: hydraulic, electrical, hull to act as field service representatives. They will provide fielding support as the Government issues boats. Their duties will include assistance with boat repair and minor unit training. These representatives shall also assist the materiel fielding team as needed. The contractor shall also work to support total package fielding requirements in emergency cases. For six months after the initial fielding (the first unit equipped) the contractor shall provide one field service representative who will ensure that the BEBs are properly serviced and trouble free. The field service representative shall maintain a log of required service and problems encountered along with the resolution of the problem. The contractor shall provide a copy of the log to the Government on a weekly basis.

C.4.8.4 Contractor Technical Support. The Contractor or subcontractor shall provide technical representatives on site at the test and logistics events as necessary to support the Government objectives. Support can include technical assistance, user training, technical data collection and reporting, operating, troubleshooting, component and system fault isolation and repair. It may also include post-fielding modification programs. Estimated support should not exceed 60 days per event.

C.4.8.5 Contractor Fielding Support. The contractor shall provide one or more technical specialists who individually know all aspects of the boat: hydraulic, electrical, hull to act as field service representatives. They will be on call and designated for fielding support as the PM issues boats. Their duties will include assistance with boat repair, minor unit training. These representatives will also assist the materiel fielding team as needed. The contractor shall also work to support total package fielding requirements in emergency cases. Estimated contractor support should not exceed 60 days per fielding.

C.4.8.7 Facility Boat Support. The contractor shall ensure the first production unit boat is in good working condition throughout the program. The contractor shall provide parts, facilities, technical and maintenance support for the facility boat. The facility boat shall have all configuration changes incorporated as a result of test changes, contractor initiated changes, or Government direct changes. This includes restoration following logistics events, conferences (static operations), and test. The contractor shall provide transportation for the boat to and from such events.

C.4.8.8 Contractor Logistics Support (CLS). Contractor Logistics Support is essentially using a commercial source to provide support for materiel employed by Army field units in the form of field service, maintenance, supply and distribution, training, and rebuild/overhaul of specified items. When directed by the Contracting Officer, through issuance of a delivery order, the contractor agrees to participate in contractor logistics support. The CLS effort will be negotiated in a separate contract with the contractor and may require participation in direct vendor delivery, training, and repair/maintenance. The maintenance portion of the CLS may require field service representative diagnosis, repair, or upgrade. The supply portion of the CLS contract may require contractor evacuation, and return of items/ components that fail. The CLS Contract may be for multi-year support of the system.

C.4.8.9 Direct Vendor Delivery (DVD) Contract. When directed by the Contracting Officer, through issuance of a delivery order, the contractor agrees to participate in a DVD contract for spare parts with TACOM, Defense Logistics Agency (DLA), or other support service agencies to maintain the BEB. The DVD effort will be negotiated in a separate contract with the contractor and the DVD Contract will require the delivery of parts directly from the contractor to the unit. The requisition and electronic data integration will be transparent to the field units in that requisitions will be dropped through routine unit channels. The requisition will pass electronically through the supply center to the contractor to fill the requisition direct ship to the unit. The DVD Contract may be for multi-year support of the system.

C.4.9 MANPRINT

C.4.9.1 The contractor shall address MANPRINT considerations using Government resources/experts and incorporate them throughout the design and fabrication processes of the BEB to maximize soldier-machine interface. The contractors MANPRINT program shall be designed to ensure MANPRINT requirements by domain are considered throughout the design process. The contractor shall also coordinate MANPRINT decisions with the applicable logistics and systems engineering activities. The contractor shall ensure lessons learned from the previous BEB and human factors design guidelines and criteria have been incorporated into the system design, if available. Human factors engineering design guidelines, along with the definition of strength requirements of 5th percentile female soldiers are found in MIL-STD-1472F. Also included are the strength requirements for a Military Occupational Specialty (MOS) 21C soldier (reference AR 6-11). All tasks shall be designed to be performed by soldiers with skill and strength levels as defined by the MOS 21C. The contractor shall present MANPRINT efforts and status as part of the IPT process or as requested by the Government.

C.4.9.2 Logistics Human Factors Engineering (HFE). The contractor shall subject all design changes/modifications that will have an impact on the soldier machine interface to Human Factors Engineering (HFE) evaluations/assessments. The soldier machine interface design shall facilitate the BEB crews rapid and easy deployment of the BEB under all required operational conditions within the prescribed deployment times. The 5th percentile female through the 95th percentile male soldier wearing (1) arctic and (2) Mission Orientated Protective Posture (MOPP Ensemble) clothing shall be capable of operating the BEB.

C.4.9.3 Manpower. The BEB shall not require any additional manpower, beyond that required for the MK II BEB, for maintenance, recovery

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or deployment under all operational conditions.

- C.4.9.4 Personnel. The bridge crew shall easily maintain, deploy and recover the BEB. Cognitive and physical requirements for the crew shall be less or similar to present BEB. The BEB shall require no new Military Occupational Specialty (MOS) or Additional Skill Identifier (ASI).
- C.4.9.5 Training. The contractor shall optimize BEB component commonality to avoid an increase in course length over what engineer soldiers currently undergo.
- C.4.9.6 Safety. The contractor shall establish a means of identifying, tracking and eliminating safety hazards that occur during the operation and maintenance of the BEB. Guidelines for the establishment of a safety system and for the identifying, tracking and reporting safety hazards are found in MIL-STD-882.
- C.4.9.6.1 The contractor shall identify hazards and assign to them a rating of the probability of occurrence and severity of occurrence. Mitigation efforts shall be identified to lessen the probability of occurrence and severity of resulting injury / damage.
- C.4.9.6.2 The contractor shall submit a Safety Assessment Report (SAR) to the Government (Reference CDRL A00L). This report will identify the hazards, their likelihood of occurrence, the severity of resulting injury / damage and the mitigation actions taken. Hazards that have severe consequences and cannot be eliminated by design changes shall be clearly identified. A report shall be submitted 30 days after the Preliminary Design Review. An assessment of static (initial) stability, reserve buoyancy, and estimation of operational limitations resulting from stability and buoyancy shall be included in the report. Additional reports will be prepared as needed and directed by the System Safety Working Group to support hazard tracking and analyses.
- C.4.9.7 Health Hazards. The contractor shall identify potential health hazards that are indigenous to and generated by the BEB. Health hazards shall be reported as part of the SAR. The contractor shall take steps to eliminate hazards or reduce them to a level acceptable to the Government.
- C.4.9.8 Soldier Survivability. The contractor shall develop and implement a Soldier Survivability program to identify and manage these issues:
- a. Detectability
 - b. Fratricide
 - c. Attack avoidance
 - d. Attack induced damage
 - e. System induced soldier injury
 - f. System induced soldier fatigue
- Management of these issues includes (as appropriate) analysis, simulation, test, evaluation and impact reduction. The contractor shall identify soldier survivability shortfalls or issues and shall implement corrective action as directed by the Government. Soldier survivability issues may be reported separately or included in the SAR. Soldier survivability issues shall be reported in the same schedule as the SAR.
- C.4.10 TRAINING REQUIREMENTS
- C.4.10.1 Training Courses. The contractor shall develop two training courses for the BEB. The first shall cover the skills necessary to perform the tasks in TM 5-1940-322-10 (Operator). The second shall cover the skills necessary to perform the tasks in TM 5-1940-322-25 (Field and National Maintenance). Training materials shall be developed in two forms: Instructor-Based and Self-Taught.
- C.4.10.1.1 Training Plan. The contractor shall develop a training plan that presents his approach to providing the materials described herein. The training plan shall be developed in contractor format and shall be delivered to the Government, electronically, 75 days after contract award. The training plan shall include a schedule for the development of materials; it shall identify milestones and risk factors. The training plan will be discussed and the training program established at the next scheduled ILS meeting, approximately 90 days after contract award. Training materials shall then be developed in accordance with the approved training plan. The Training Plan shall be developed and submitted in accordance with CDRL A00M.
- C.4.10.2 Instructor-Based Training. The contractor shall develop two stand-alone courses, one for Operators and one for Maintainers. Training materials shall consist of a Training Course Outline, Program of Instruction (POI), Instructor Training Guide, Student Training Guide and Media Package (supplemental materials). Each course shall be 40 hours in length. Hands-on training shall constitute at least 70% of the instructional time. If the course of instruction runs less than 40 hours, the additional time shall be devoted to hands-on activities.
- C.4.10.2.1 Training and Visual Aids. The contractor is encouraged to use a variety of media and forms of materials as training aids. Computer technology (such as streaming videos, Internet links, slide shows and digital photographs) may be used in addition to traditional materials (such as charts, transparencies, pamphlets and diagrams). The Contractor shall identify, in the training plan, the computer hardware and software required to conduct the courses. The Government will advise the contractor what resources are

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available, and what formats are acceptable at each training location. Training materials shall be provided in editable format when practicable. Materials shall be delivered free of restrictions on use and duplication.

C.4.10.2.2 Governing Documents. Instructor-Based training materials shall be developed and submitted in accordance with CDRL A00N.

C.4.10.3 Self-Taught Training. When directed by the Contracting Officer, through issuance of a delivery order, the contractor shall revise the Training Plan to include Self-Taught (Distance Learning) course development. The contractor shall provide two Distance Learning stand-alone courses with Computer-Based Interactive Training (CBIT) training materials. Course materials shall be formatted so that they can be viewed on standard computers loaded with the Windows operating system and Microsoft Suite products. These materials must be developed in the following format so that they are compatible with Government computer systems.

C.4.10.3.1 General Format. ToolBook, version 8.5 shall be utilized. No open scripting is allowed. Effects shall be developed using the Actions Editor, so that web enabling is possible. The final product shall be packaged to auto-install upon insertion of the CD. CBIT backgrounds shall be 9600 x 7200 pixels per page. Interactive Multimedia Instructor (IMI) backgrounds shall be 12000 x 9000 pixels per page. Digitized video shall be in Moving Picture Experts Group-1 (MPEG-1) format. Products shall be provided in editable format without proprietary locks. Products shall meet Joint Technical Architecture (JTA) version 6.5 guidelines for electronic media format. All products shall be delivered free of use restrictions and shall become the property of the Government upon delivery.

C.4.10.3.2 Registration Format. In the Properties for Book Menu, these selections shall apply:

1. General Tab: Save on close? Never. Prompt for reset? Yes (or check)
2. Book Title Tab: Distance Learning Course for Bridge Erection Boat, Operator or Distance Learning Course for Bridge Erection Boat, Maintainer as appropriate.
3. Author: PM Bridging
4. Description: Date published (mmddyy) PM Bridging.

C.4.10.3.3 CBIT Course Organization. Each course shall consist of two sections, a Demonstration Section, where information is presented, and an Evaluation Section, where comprehension is tested.

C.4.10.3.4 Operator Course Content. The Demonstration Section of the Operator course shall cover, at a minimum, these topics:

- a. Introduction to the program
- b. Navigation through the program
- c. BEB operation safety
- d. Location and description of major components
- e. Location and description of controls
- f. Operator PMCS and before and after operation checks
- g. Boat operations to include:
 1. Loading and unloading the boat from the cradle
 2. Launching from the IBC
 3. Raft building, and raft maneuvering (both methods)
 4. Bridge building and bridge anchoring
 5. Operation of the kits
 6. Methods to recover a swimmer from the water
 7. Recovery into the IBC
 8. Operation under unusual conditions

C.4.10.3.5 Maintainer Course Content. The Demonstration Section of the Maintainer course shall cover, at a minimum, these topics:

- a. Introduction to the program
- b. Navigation through the program
- c. BEB safety during maintenance
- d. Basic operation and use of controls.
- e. Description of these systems, component identification and operations:
 1. Engine
 2. Transmission and shafting
 3. Propulsion jets and scoops
 4. Steering
 5. Battery charging and main power components
 6. Console controls, gauges and alarms
 7. Bilge pumps, fire extinguisher and safety systems
 8. Fuel system
- f. Maintenance Tasks
- g. Troubleshooting techniques unique to the BEB

C.4.10.3.6 Governing Documents. Distance Learning training materials shall be developed and submitted in accordance with CDRL A00P.

C.4.10.4 Contractor Conducted Training.

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C.4.10.4.1 Training Course One. The contractor shall provide the personnel and materials to conduct one Operator and one Maintenance class. The courses shall be conducted at the contractors facility. The contractor shall provide all instructors, course materials, facilities, aids and consumables. The contractor shall provide all computers and software required. A class shall consist of two contractor-provided instructors and a maximum of 20 students. Each student shall receive a hard copy of the training materials.

C.4.10.4.2 Instructor and Key Personnel Training (I&KPT). The contractor shall provide the personnel and materials to conduct one Operator and one Maintenance class in support of I&KPT. The courses shall be conducted at the contractors facility. The contractor shall provide all instructors, course materials, facilities, aids and consumables. The contractor shall provide all computers and software required. A class shall consist of two contractor-provided instructors and a maximum of 12 students. Each student shall receive a hard copy and an electronic copy of the training materials.

C.4.10.4.3 Initial New Equipment Training (NET). The contractor shall provide the personnel and materials to conduct one Operator and one Maintenance class in support of the first fielding. Courses shall be conducted at a Government facility. The contractor shall provide instructors and course materials (C.4.10.2). Facilities will be provided by the Government. The contractor shall advise the Government what support is required beyond basic physical facilities (such as computers, black boards). A class shall consist of two contractor provided instructors and a maximum of 14 students. Each student shall receive a hard copy of the training materials.

C.4.10.4.4 Follow-on NET. At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide the personnel and materials to conduct Operator and Maintenance classes in support of system fielding as directed. Courses shall be conducted at Government facilities. The contractor shall provide instructors and course materials (C.4.10.2). Facilities will be provided by the Government. The contractor shall advise the Government what support is required beyond basic physical facilities (such as computers, black boards). A class shall consist of two contractor-provided instructors and a maximum of 14 students. Each student shall receive a hard copy of the training materials. Courses will be called-up in any quantity and mixture of types at the Governments descresion.

C.4.10.5 Schedule. The contractor shall submit draft training materials for review 270 days after contract award. The Government will review the materials. The contractor shall update the materials, including the Government comments, and use them for Training Course One. The contractor shall mark up the training materials after Training Course One and submit them within 30 days. The Government will review the materials. The contractor shall update the materials, including the Government comments, within 60 days. The updated materials shall be used for I&KPT. The contractor shall mark up the training materials after I&KPT and submit them within 30 days. The Government will review the materials. The contractor shall update the materials, including the Government comments, within 60 days, and deliver them to the Government. This final form of the training materials shall be utilized for optional NET training.

C.4.10.5.1 Training Material Updates. The contractor shall update training materials after Shakedown Test training and I&KPT. Updates shall be based upon feedback from the students and shall include changes directed by the Government. Training materials shall be updated after NET training only if directed by the Government as an option.

C.4.10.5.2 Government Reviews. The contractor shall provide training material development status updates at program review meetings. The Government will perform spot checks of materials under development to verify that schedules and technical standards are being maintained.

C.5 Testing and Evaluation

C.5.1 The contractor shall examine, inspect and test the materials and components of the BEB as necessary to ensure compliance with ATPD 2317. The contractor shall also support Government testing as specified herein.

C.5.2 In order to minimize the risk of deterioration of the performance and reliability of the BEB as a result of modification to various BEB systems, the contractor shall perform, with government participation, a subsystem design Failure Mode and Effects Analysis (FMEA) followed by component level analyses, using SAE J1739 as a guide. These subsystems shall include those with new and unique components such as, but not limited to, the Hydrojet and its hydraulic control, the new transmission, the engine cooling system, and the electrical charging system. Initial subsystem analyses shall be presented at the PDR with final results by the CDR. FMEA component level analyses and mitigating strategies shall be available by the CDR.

C.5.3 Test Planning. The contractor shall form a test planning team with the Government to examine all test issues, plan test activities, identify testing to be conducted, publish a Test Plan and participate in the execution of tests in order to provide sufficient data concerning the BEB capabilities to make pertinent development decisions relative to the program. The draft Test Plan shall be delivered at the CDR in contractor format. Specific test requirements follow.

C.5.3.1 Builders Trials (BT). The contractor shall, jointly with the Government, develop a BT that incorporates the requirements of ATPD 2317 and provides sufficient BEB physical operation through various operating loads and speeds to demonstrate satisfactory BEB operation. The goal is a total test duration of approximately 8 hours on each BEB prior to Government acceptance.

C.5.3.2 Shakedown Test (ST). Shakedown Test will be conducted on two (2) BEBs. This test shall be conducted by the contractor at a site mutually acceptable to the government and the contractor. It shall be of not less than 100 hours duration on each boat and shall

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simulate the following types of operation: Rafting, Bridging, Temporary Anchorage and Free Running. The contractor, jointly with the Government shall devise test procedures to accomplish the 100 hour/boat test. The Government will provide a data collector/observer to tabulate test incidents occurring during the test.

C.5.3.3 Transportability Test. The Government may conduct a rail impact test on the BEB with the IBC. The contractor shall support this test to ensure the BEB with the IBC successfully passes the rail impact test. All other transportation regulations shall be verified by inspection and analysis by the contractor.

C.5.4 Contractor Test Schedule. The contractor shall prepare and maintain an integrated test schedule showing all contractor tests to be performed during the contract (component level, hardware/software, integration, system shakedown and others necessary as determined by the contractor). The contractor Test Schedule shall be made available at CDR. The contractor shall notify the Government of the date, time, location and point of contact for each contractor test at least 10 days prior to start of test so that the Government may observe, participate and collect data.

C.5.5 Test and Test Support Requirement. The contractor shall perform all testing necessary to support the BEB program. All testing shall be performed at a site mutually agreeable to the government and contractor. The contractor shall implement test preparations for the BEB test program. The contractor shall provide all resources and equipment to complete the required tests.

- C.5.5.1 Contractor test support shall include:
- a. Failed parts tracking and failure analysis
 - b. Corrective action
 - c. Personnel

C.5.5.2 Transportation for Testing. The contractor shall coordinate shipping of BEBs to and from test sites and other locations to meet test schedules and requirements for BEB availability at the direction of the Government. Specific requirements will be coordinated between the Government and contractor. Delivery of boats to and from test sites will be at the contractors expense.

C.5.6 Test Results and Corrective Actions. The contractor shall provide test reports in contractor format and make them available via electronic means within 10 working days from test completion. The Government shall have continuous access to all test data. In addition, the contractor shall develop and maintain a failure reporting system to prioritize, track and manage failure analysis and corrective action activities resulting from failures detected during testing of the BEB. This database shall be in contractor format and be made electronically available to the Government to facilitate proactive management of the performance and reliability of the BEB. The contractor shall provide corrective action response to all test incidents as follows:

- Major & Critical test incidents (causing mission failure or loss of essential function); Initial response 48 hours, Final response 30 days.
- All Other incidents; Initial response 5 days, Final response 30 days

C.5.6.1 All approved configuration changes resulting from testing shall be incorporated into all production boats and documented per Attachment 2 at no additional cost.

C.5.7 Boat Refurbishment. Repair and upgrade of boats during tests shall focus on achievement of functions necessary to complete testing. After ST, the boats shall be updated to the approved final configuration and refurbished to like new condition. For planning purposes the ST boats will be delivered to the first fielded unit. Refurbishment will occur after the transportability test and will include the IBC.

C.5.8 Retest. The Government reserves the right to conduct additional inspections and tests prior to acceptance of any item containing new components, or if satisfactory resolution of any deficiency has not been completed. Costs for additional testing, if required, shall be the responsibility of the contractor. If testing fails, the contractor shall make appropriate corrections and retest at no additional cost to the Government.

C.6 Product Assurance

C.6.1 Quality Program. The contractor shall develop, implement and maintain a quality system acceptable to the government that ensures the functional and physical conformity of all products or services furnished under this SOW. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of SOW performance. The quality system shall be based on international quality standards such as the ISO 9000 series, or commercial, or national quality standards and shall be applicable to all areas of the contractors organization. At any point during SOW performance, the Government has the right to review the quality system to assess its effectiveness in meeting SOW requirements.

C.6.1.1 Required Inspections/Tests. Every boat shall receive the following inspections / tests. The results of these inspections / tests shall be entered into the boat Final Inspection Record. (FIR)

Receiving inspection of the Mk I/Mk II hulls. Document the degree of repair needed prior to installation of the upgrade package.

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Documentation of serial numbers of major items and items with a manufacturers warranty. (Engines, Transmissions, Propulsion system), (Allows for future traceability)
 Configuration inspection for completeness and compliance with the manufacturing standard.
 Operational test/demonstration of all systems to ensure proper operation and hull integrity. (BT)
 Government acceptance

C.6.2 Certifications. The contractor shall prepare and submit certifications for those items identified in Table I of the Purchase Description. The contractor shall make available to the government, upon request, quality certifications for vendor supplied components and material. All certifications provided by the contractor shall include appropriate supporting documentation such as, but not limited to; test data, material analysis, drawings, purchase orders, specifications, etc. In the event that particular certifications are not acceptable to the government, the contractor shall conduct additional examinations and tests and/or provide additional documentation as required to verify conformance. A contractors Certificate of Safety and Seaworthiness shall also be provided.

C.6.2.1 Re-Certification. The contractor shall provide a new certification whenever a change is made to any item (process, product or material). Sub-contracting does not relieve the contractor from providing the required certifications.

C.6.2.2 Welder Qualification. The contractor shall provide certifications that the welder/welding equipment has passed qualifications. Copies of the certifications shall be provided to the Government upon request.

C.6.2.3 Weld Inspector Qualification. Weld quality and workmanship shall be verified by certified welding inspectors.

C.6.3 Final Inspection Record (FIR). In accordance with DI-QCIC-81068, and CDRL A00S the contractor shall develop and maintain a FIR for each boat produced under this contract. The FIR shall list each system characteristic or function to be inspected from the requirements of ATPD 2317, along with any changes made elsewhere in the contract. The contractor may prepare the FIR in contractor format. As a minimum the FIR shall have blocks for the contractor inspectors initials indicating that each characteristic or function was inspected and either accepted or rejected. Additionally, any rejected characteristic of function shall have another block for re-inspection and acceptance. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR will be reviewed and approved by the Government prior to implementation. The FIR shall be available for review prior to First Production Unit Inspection (FPUI) and First Article Evaluation. The contractor shall update the FIR to reflect all engineering and/or manufacturing changes. Each update shall require Government review and concurrence prior to implementation. No boat shall be offered to the government for inspection and acceptance prior to completion of the FIR.

C.6.3.1 Validation/Verification of the FIR. The contractor and government shall conduct a joint final inspection of the first boat produced utilizing the newly developed FIR. The purpose of this inspection is to perform a final validation and verification of the FIR.

C.6.3.2 Boat Final Inspection. The contractor shall utilize the FIR to inspect each boat produced. Deficiencies detected shall be noted on the FIR deficiency sheet, and corrected by the contractor prior to offering the boat to the Government for final acceptance. The original FIR and a copy shall be submitted along with each boat.

C.6.4 Test and Production Location. The contractor shall produce the first production unit and the production quantity at the same location and facility. If any boats are impacted by a change of the contractors manufacturing facility, a complete FPUI and ST, as a minimum, may be required at no increase in contract cost.

C.6.5 Change of Suppliers. If the contractor elects to change sources of supply for any component after conditional acceptance of the FPUI boat, the Government reserves the right to conduct additional inspections and tests prior to acceptance of any item containing the new component. The contractor shall notify the Government 30 days prior to a change in suppliers.

C. 6.6 Configuration. The BEB shall comply with all the requirements of this SOW including but not limited to the ATPD 2317. All systems delivered under this SOW shall be identical in configuration. The unit configuration shall consist of all Government approved product specifications, product drawings, and associated documents. The contractor shall identify and document all configuration changes between the FPUI through final approved configuration of the boat.

C.6.7 Shakedown Test (ST). As required by contract, the ST is a test of the end item conducted by the contractor at a contractor test site with Government oversight. The ST evaluates the complete boat with all kits installed for conformance to technical requirements and confirms that the design is ready for production. The ST is conducted in accordance with an approved test plan. Table 1 of ATPD 2317 identifies the system and functions that will be evaluated. The ST may be repeated or continued to verify that corrective actions resulting from the initial ST are effective.

C.6.8 Follow-on Production Test (FPT). When required by the contract, one production unit shall undergo follow-on production testing by the contractor at the contractors test site to evaluate continued conformance to Section 3, ST requirements as referenced in Table I of ATPD 2317. The test shall be similar to ST but will be limited in scope. The government will select the test unit. Any deficiencies found during or as a result of the FPT, may result in Government stopping acceptance on subsequent boats until the contractor has corrected the conditions causing the failures. All corrective actions carried out as a result of the deficiencies found during or as a

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result of FPT, may be successfully demonstrated during a full retest to the portion of the FPT as directed by the government at no additional cost to the government.

C.6.9 First Production Unit Inspection (FPUI). The contractor shall perform a final inspection of the first produced boat in accordance with the requirement specified in ATPD 2317. All deficiencies detected during FPUI will be corrected prior to acceptance by the government. All deficiencies corrected as a result of FPUI will be completed by the contractor at no additional cost to the government. In the event of a major component change (engine, transmission, or propulsion system) an additional FPUI will be conducted consisting of inspecting and verifying the new component and their associated hardware.

C.6.9.1 First Production Unit Acceptance. The contractor shall submit an inspection report that provides detailed results of the FPUI in accordance with DI-NDTI-80809B, and CDRL A00T. The contracting officer will notify the contractor of approval or disapproval of the FPUI. If FPUI is disapproved and additional inspections are required, the contractor shall resubmit an inspection report. All costs related to additional FPUI shall be borne by the contractor.

C.6.9.2 Manufacturing Standard. The FPUI unit shall be retained by the contractor as the manufacturing standard (facility boat) and may be shipped as part of the contract quantity at a later date. All approved changes throughout the life of the contract will be incorporated into this boat. At the discretion of the Government, a newly produced unit with the latest configuration (of incorporated changes) may be selected to represent the manufacturing standard (FPUI). The Government will verify that the latest ECP changes are incorporated into this unit.

C.6.10 In Process Inspections. During production of the BEB, in-process inspections shall be performed on every boat produced by the contractor, to evaluate conformance to the Section 3 requirements referenced in Table I of ATPD2317. These inspections may be witnessed by government representatives. The contractor shall identify and establish in-process inspection points and inspections where the absence of such inspections could adversely affect quality. In addition, evaluation of process controls and workmanship will be made at this time. During the inspection, the contractor shall have available for review and evaluation the following records: quality manual (or appropriate document), work instructions, process procedures, inspection records, and welder certifications. All processing and welding procedures, inspection records, calibration procedures and welder certifications shall be available for review and evaluation. When required by the government, these inspections shall be made prior to the application of primer and paint. Each assembly operation shall have a process sheet that calls out what operation takes place at each station. A completed process sheet will be signed off by the operator /assembler prior to movement to the next station. A routing sheet (traveler) reflecting these operations will be attached to each hull throughout its entire build process.

C.6.11 Inspection Equipment. The contractor shall supply, maintain and calibrate all inspection and test equipment necessary to assure the boat system and components conform to SOW requirements. All inspection equipment shall be available for use at the start of production, and shall be available to the Government inspector when required for verification purposes.

C.6.12 Inspection Records. The contractor shall maintain and make available to the Government all records of examinations and tests performed on material used to produce each boat. This documentation shall describe deficiencies found during inspection and all corrective action undertaken to correct these deficiencies. These records shall be maintained for a period of four years following completion of the contract.

C.6.13 Government Furnished Material. The contractor shall conduct an inspection on Government Furnished Material and provide for its secure storage. Any deficiencies should be reported on the Product Quality Deficiency Report (PQDR) SF-368 (reference CDRL A00U). A detailed list of Government Furnished Material will be provided 10 days after award.

C.6.14 Component Interchangeability. The contractor and his sub-contractors shall not make any changes to any component part or end item without the governments approval after acceptance of the First Production Unit Inspection (FPUI). In order to determine whether proposed changes should be approved, the government reserves the right to conduct another test similar to the ST at the contractors expense.

C.6.14.1 Additional Testing. The Government reserves the right to require additional testing at contractor expense in the event any contractor-proposed engineering change is felt to have a potential impact on the ability to meet the requirements of ATPD 2317.

C.6.14.2 Control Test. Control tests may be performed at any time if there is reason to believe that production boats do not meet the technical requirements of ATPD 2317. Control tests are the responsibility of the contractor.

C.6.15 Deficiencies. All deficiencies detected by either the contractor or the government shall be presumed to be present on all boats produced since the last acceptable test. The Government may stop acceptance of additional boats until satisfactory evidence has been provided that indicates the deficiencies are not present on all boats produced since the last acceptable test and corrective action has been taken to repair deficiencies and preclude recurrence. Failure to provide corrective action or request an extension within five working days after detection of the deficiency(s) may result in the Government stopping acceptance on subsequent boats until the conditions causing failures have been corrected and approved by the Government. Request for extensions, at a minimum, shall state purpose of the extension and establish a completion date for determining the extent of the deficiency. Approval of the request will be at the discretion of the Contracting Officer. At the Governments discretion, another boat with corrective actions implemented may be subjected to re-test to verify the corrective actions.

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C.6.16 Quality Deficiency Reports (QDRs). Quality Deficiency Reports (QDRs), Standard Form 368, are generated by users to report problems with equipment. The contractor shall investigate and provide failure analysis and corrective action to all QDRs generated against product/supplies produced under this SOW. The contractor shall provide a report in accordance DI-RELI-81315, and CDRL A00V. The contractor shall perform the investigation; identify probable cause of failure, and corrective action. The contractor shall provide replacement parts for all components determined to be deficient in design, workmanship or product conformance. Corrective action shall be at no additional cost to the government. Corrective action requiring configuration changes shall not be implemented without government approval.

C.6.16.1 The contractor shall respond to Category 1 QDRs within 48 hours. Category 1 defects are items relating to:
Death, injury or job-related illnesses
Loss or major damage to the system

C.6.16.2 The contractor shall respond to Category 2 QDRs within 30 days using SF 368.

C.6.17 Warranties. The contractor shall manage a warranty program and provide a warranty on the boat and its components for 12 months starting on the date of customer handoff. Defects in the manufacturing and/or assembly shall be corrected at the contractors expense for a period of one year after customer handoff. If boats are placed in storage before being put in service, the warranty period shall not start until each such boat is withdrawn from storage and issued to a customer. The contractor shall provide the Government with warranty coverage for components beyond one year from the date of customer handoff to the extent that the contractors supplier customarily provides warranty coverage beyond 12 months to their commercial customers. The details of the warranty coverage shall be contained in the technical manuals. The contractor shall provide a point of contact for warranty issues.

C.7 Preparation for Delivery

C.7.1 Packaging. Each BEB shall be delivered complete, with all components and Basic Issue Items (BII). The mast shall be secured in the lowered position. The cabin cover shall be off and secured within the forward cockpit. The searchlight, BII and easily pilferable items shall be packaged and secured for rail shipment. Packaging requirements shall be as specified in the contract.

C.7.2 Packaging for Shipment. The boat shall be prepared for shipment by the Government to the fielding location(s). The contractor shall ensure that all items of the BEB are securely stored and the BEBs ready for loading on either trucks or railcar (this will depend on the location of the shipyard and the convenience of a railhead). The contractor shall be responsible for ensuring the BEBs are properly loaded onto the conveyance method used by the Government.

C.7.3 Shipment Condition. Each BEB shall be serviced prior to shipment as follows, unless otherwise specified in the contract. The BEB shall be shipped ready for storage.

C.7.3.1 Fluids, Lubricants and Fuel. The cooling, lubricating and hydraulic systems shall be filled to the manufacturers recommended levels. The fuel system shall be dry. Dry means essentially no fuel, with the system purged to the degree necessary to ship the BEB by rail. Preservative-type oils shall be used when the boat will be subjected to long-term storage. Preservative-type oils shall be used only when directed by the Government. Raw water systems shall be drained down to prevent corrosion and growth of fouling.

C.7.3.2 Electrical System. The batteries shall be disconnected and the terminals protected against shorting. Exposed connectors shall be protected against weather damage by wrapping, plugs or caps.

C.7.3.3 Bilges. The bilges shall be clean and dry. The drain plug shall be open.

C.7.4 Storage Prior to Shipment. The contractor shall be responsible for storing the BEBs at his facility prior to shipment by the Government. The Government will be fielding the BEBs in a unit set of 14. The contractor shall be responsible for ensuring that the BEBs are properly stored and any special care and storage requirements are accomplished while the BEBs are at the contractors facility awaiting shipment. The contractor shall be responsible for the physical security of the BEB and all equipment specified in C.7.1.

C.8 Other Requirements

C.8.1 Kits. The contractor shall provide all provisions (electrical, mounting locations, etc.) on each BEB to accept the kits required in the ATPD 2317 (NAVKIT, Radio, Heater). The contractor shall provide two of each kit for use in testing and production of the BEB, with the exception of the SINGARS standard equipment. Additionally the contractor shall include in Section B the price for installation of all kits on the BEB. For planning purposes the following information is included for pricing of the installed kits:

- a. NAVKIT 5 BEBs will have this kit installed.
- b. Radio Kit 5 BEBs will have this kit installed.
- c. Heater Kit Not installed units may order though supply system

C.8.3 Optional Painting and Markings. Boats shall be provided in solid-color green topcoat unless otherwise required by Section B of

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the contract. The Government may order boats in the colors listed below at the price established in Section B of the contract:

- Solid Tan 686, color chip 33446 IAW FED-STD-595.
- Three-color woodland Camouflage, consisting of Green 383, chip 34094, Brown 383, chip 30051 and Black, chip 37030.

C.8.3.1 The three-color camouflage pattern is shown on drawing 97403-13226E7222. The Government will provide this drawing when camouflage topcoat is required. The contractor shall apply the topcoat, with the color demarcations within +/- one inch of the indicated pattern. The contractor shall develop templates and work instructions, as necessary, to ensure that the pattern conforms to the drawing. Painted informational markings shall be Black when applied over Tan, Green or Brown backgrounds. Informational markings shall be Green when applied over a Black background. The NAVKIT components, label plates, information tags and decals shall be the same colors regardless of background paint color.

C.8.4 Conversion of Mk I BEB hulls to Mk II BEB hull standards. The contractor shall convert Mk I BEB hulls to Mk II hull standards in accordance with Attachment 3 to this Statement of Work at the price established in Section B. The Government will identify at time of call-up the quantity of Mk I BEB hulls to be converted.

C.9 Correction of Design Deficiencies

C.9.1 In recognition of the limited Government testing of the BEB, the contractor agrees that design deficiencies discovered during the first six months after initial fielding will be the responsibility of the contractor to correct and incorporate into all BEBs produced under this contract.

C.9.2 The contractor shall be responsible for any additional testing required as well as the submission of updated configuration management documents (drawings, specifications, etc.) and logistics products related to the correction.

C.10 ADDITIONAL CLAUSES

C.10.1 Battle Damage Assessment Repair (BDAR)

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide a Battle Damage Assessment Repair (BDAR) procedures and instructions to be used in the event the BEB is damaged in battle, as described in paragraph C.4.6.6, at the price established in Section B. The Contracting Officer may issue an order for the item at any time from the date of contract award through the forty eighth (48) month of the contract by giving written notice to the contractor. The procedures shall be submitted 90 days after the order is issued.

C.10.2 Test SSP

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide a test System Support Package (SSP) for use in testing the BEB, as described in paragraph C.4.8.1.2, at the price established in Section B. The contractor shall deliver the SSP to the Government test site thirty days prior to the test. The contractor shall replenish any item used from the SSP during testing. The Contracting Officer may issue an order for the item at any time from date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.3 Contractor Technical Support

At the direction of the Contracting Officer, through issuance of a delivery order, the Government may add contractor technical support as described in paragraph C.4.8.4, and the contractor shall provide technical support to the Government during testing or logistics events. The contractor shall provide a per day price for this support not to exceed 600 days. For planning purposes no more than 60 days per event are envisioned. The contractor shall provide up to 600 man days of contractor technical support at the price established in Section B. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.4 Contractor Fielding Support

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide contractor fielding support as described in paragraph C.4.8.5 to support fielding of the BEB. The maximum number of days that may be exercised is 600. For planning purposes no more than 2 Fieldings per year are anticipated. The contractor shall provide up to 600 man days contractor fielding support at the price established in Section B. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.5 Self Taught Training Option

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At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide self-taught training as described in paragraph C.4.10.3, at the price established in Section B. The contractor shall develop two self taught training courses (operators and maintainers). The training courses shall be delivered within 180 days of request. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.6 Follow-on NET

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional follow-on new equipment training (NET) as described in paragraph C.10.4.4. The contractor shall provide up to 20 New Equipment Training sessions at the price established in Section B. The order may be issued individually depending on the needs of the unit being fielded. For planning purposes two courses per fielding are anticipated. The Contracting Officer may issue an order from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.7 Follow-on Production Test

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional follow-on production testing as described in paragraph C.6.8. The Contractor shall provide one follow-on production test per production year (PY2, PY3, PY4, and PY5) at the price established in Section B. The Contracting Officer may issue an order for this effort from the date of contract award through the fiftieth (50) month of the contract by giving written notice to the contractor.

C.10.8 Kits

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional NAVKITs and Radio Kits as described in paragraph C.8.1. The contractor shall provide an individual price for an installed kit on the BEB for each program year of the contract, at the price established in Section B. The Contracting Officer may issue an order at the time of program year call-up.

C.10.9 Optional Paint Colors

At the direction of the Contracting Officer, through issuance of a delivery order, the government may order BEBs each program year in colors other than the standard green as described in paragraph C.8.3. The contractor shall provide an individual price for tan and camouflage paint for each program year of the contract, at the price established in Section B. The Contracting Officer may issue an order at the time of program year call-up.

C.10.10 Conversion of Mk I BEB Hulls to Mk II BEB Hull Standards

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall convert of Mk I BEB hulls to Mk II BEB standards as described in paragraph C.8.4. The contractor shall provide an individual price for the conversion each program year of the contract, at the price established in Section B. The Contracting Officer may issue an order for this at the time of program year call-up.

C.10.11 Additional Bridge Erection Boats

At the direction of the Contracting Officer, through issuance of a delivery order, the Contractor shall provide additional Bridge Erection Boats at the price established in Section B. The option may be exercised individually. The Contracting Officer may issue an order for this at anytime from date of contract award/program year call-up for a period of twelve (12) months, by giving written notice to the contractor.

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*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
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| D-1 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | JAN/2004 |
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[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> .]

(a) Definitions. As used in this clause--
 "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

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| Item Description: | Boat, complete |
| | Engine assembly, complete, as containerized |
| | Jet Assembly, complete, as containerized |

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

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(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

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- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Unit of measure.
- (9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

_____(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-252.247-4016HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

(TACOM)JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
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| E-1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-4 | INSPECTION OF SERVICES - FIXED-PRICE | AUG/1996 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-4 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on (date) , the (insert Contractor's name) furnished the supplies or services called for by Contract number via (Carrier) on (Identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution:

Signature:

Title:

[End of Clause]

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| E-5 | 52.211-4016 | CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES | AUG/2003 |
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(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the

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coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPS and hazardous materials.

[End of Clause]

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| E-6 | 52.211-4030 (TACOM) | BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES | JAN/2003 |
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(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available at <http://contracting.tacom.army.mil/engr/eng.htm>

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in

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advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature. humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

| SPECIFICATION | DRY FILM THICKNESS (Mils) (MANDATORY RANGE) |
|----------------------|--|
| DOD-P-15328* | 0.3 - 0.5 |
| MIL-PRF-23377 | 1.0 - 1.5 |
| MIL-P-53022, Type I | 1.0 - 2.5 |
| MIL-P-53022, Type II | 1.5 - 2.5 |
| MIL-P-53030 | 1.5 - 2.5 |
| MIL-P-53084 | 0.8 - 1.5 |
| MIL-C-22750 | 1.3 - 2.5 |

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|---------------|-------------|
| MIL-C-46168 | 1.8 MINIMUM |
| MIL-C-53039 | 1.8 MINIMUM |
| MIL-DTL-64159 | 1.0 MINIMUM |

* May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

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| E-7 | 52.211-4071 | CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS | OCT/1997 |
| | (TACOM) | | |

(a) Wood shall be in accordance with A-A-52520, and pressure treated with copper napthenate in light solvent solution to a net minimum retention of 0.040 pound per cubic foot (PCF) of copper as measured by gauge or assay method or treatment to refusal. For domestic hardwood species, an alternative non-pressure treatment is acceptable if the high concentrate (2%) of water repellant copper napthenate solution in accordance with American Wood Preservers Association (AWPA) P8 is used and the same net retention is achieved as with pressure treatment when measured by assay method. After treatment, the wood shall provide a paintable surface as described by the paintability requirements of Spec TT-W-572, except that the wood species, treatment and paint shall be the same as furnished for this contract.

(b) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

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|-----|-------------|--------------------------|----------|
| E-8 | 52.246-4028 | INSPECTION POINT: ORIGIN | FEB/1994 |
| | (TACOM) | | |

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

| | | | |
|-----|-------------|--------------------------|----------|
| E-9 | 52.246-4029 | ACCEPTANCE POINT: ORIGIN | OCT/2002 |
| | (TACOM) | | |

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

****DATA WILL BE ACCEPTED AT DESTINATION, IAW DD1423, CDRL, EXHIBIT A****

[End of Clause]

THE FOLLOWING CLINS APPLY TO 52.246-2, INSPECTION FOR SUPPLIES:

| | | | | |
|--------|--------|--------|--------|--------|
| 1001AA | 1001AB | 1001AC | 1002AA | 1005AA |
| 1006AA | 2001AA | 2001AB | 2001AC | 2002AA |
| 2002AB | 2004AA | 3001AA | 3001AB | 3001AC |
| 3002AA | 3002AB | 3004AA | 4001AA | 4001AB |
| 4001AC | 4002AA | 4002AB | 4004AA | 5001AA |
| 5001AB | 5001AC | 5002AA | 5002AB | 5004AA |

THE FOLLOWING CLINS APPLY TO 52.246-4, INSPECTION FOR SERVICES:

| | | | | |
|--------|--------|--------|--------|--------|
| 0001AA | 0001AB | 0001AC | 0001AD | 0001AE |
| 0001AF | 0001AG | 1003AA | 1004AA | 2003AA |
| 3003AA | 4003AA | 5003AA | | |

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-3 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| F-4 | 52.247-52 | CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS | APR/1984 |
| F-5 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-6 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-7 | 52.247-59 | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-8 | 52.242-4457 (TACOM) | DELIVERY SCHEDULE FOR DELIVERY ORDERS | OCT/2002 |

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries TBD days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of TBD units every 30 days;

(ii) You'll deliver a maximum of TBD units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: TBD

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

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| F-9 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |
|-----|-----------|-----------------------|----------|

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

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[End of Clause]

F-10

52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
Size of trailer _____
Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

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The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F-11 52.247-65 F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a

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copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-12 52.242-4009 ACCELERATED DELIVERY--NOTICE OF SHIPMENT FEB/1998
(TACOM)

(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-13 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-14 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

| Rail/ Motor SPLC* | MILSTRIP Address Code | Rail Ship To: | Motor Ship To: | Parcel Post Mail To: |
|-------------------------|-----------------------------|---|---|--|
| 206721/ 209405 | W25G1U | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001 |
| 875670/ | W62G2T | Transportation Officer | Transportation Officer | Transportation Officer |

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|-------------------|--------|--|--|--|
| 875675 | | XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |
| 764538/ 764535 | W67G23 | Transportation Officer Tooele Army Depot, Warner, UT | Transportation Officer Tooele Army Depot, Tooele, UT | Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003 |

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--------------------------------------|-------------|
| G-1 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| H-1 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| H-2 | 252.211-7000 | ACQUISITION STREAMLINING | DEC/1991 |
| H-3 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| H-4 | 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | APR/2003 |
| H-5 | 252.225-7005 | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES | APR/2002 |
| H-6 | 252.225-7013 | DUTY-FREE ENTRY | JAN/2004 |
| H-7 | 252.225-7021 | TRADE AGREEMENTS | JAN/2004 |
| H-8 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| H-9 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| H-10 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| H-11 | 52.216-18 | ORDERING | OCT/1995 |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

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|------|-----------|-------------------|----------|
| H-12 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|------|-----------|-------------------|----------|

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TBD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of TBD.

(2) Any order for a combination of items in excess of TBD.

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

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| H-13 | 52.216-21 | REQUIREMENTS | OCT/1995 |
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all

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supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one-half (6 1/2) years after contract award.

[End of Clause]

H-14 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-15 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING APR/2004
(TACOM)

* "Microsft 97" below should read "Microsoft 2002"

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
 Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
 Anniston Army Depot: <http://www.anadprocnet.army.mil>

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(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-16 52.245-4000 ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS MAY/2001
(TACOM)
The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

Commercial Repair Program (CRP)[@tacom.army.mil](mailto:tacom.army.mil)

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

- (1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.
- (2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.
- (3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-17 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)
(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

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(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

SUBCONTRACTING

THE CONTRACTOR SHALL AWARD 25% OF THE CONTRACT DOLLARS TO U.S. BUSINESSES. OF THIS PERCENTAGE,

BEB PRODUCTION SHALL OCCUR AT A NORTH AMERICAN SMALL BUSINESS SHIPYARD.

*** END OF NARRATIVE I 002 ***

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | DEC/2001 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/2003 |
| I-9 | 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-11 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-12 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATIONS | JUN/1999 |
| I-13 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-14 | 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT/1997 |
| I-15 | 52.215-14 | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997)) | OCT/1997 |
| I-16 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | JAN/2004 |
| I-17 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | OCT/1997 |
| I-18 | 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT/1997 |
| I-19 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-20 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2002 |
| I-21 | 52.219-16 | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN | JAN/1999 |
| I-22 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-23 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2004 |
| I-24 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-25 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-26 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-27 | 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | DEC/2001 |
| I-28 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-29 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-30 | 52.223-6 | DRUG FREE WORKPLACE | MAY/2001 |
| I-31 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JAN/2004 |
| I-32 | 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN/2000 |
| I-33 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-34 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-35 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) | APR/2003 |

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| I-36 | 52.230-2 | COST ACCOUNTING STANDARDS | APR/1998 |
| I-37 | 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | NOV/1999 |
| I-38 | 52.232-1 | PAYMENTS | APR/1984 |
| I-39 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-40 | 52.232-11 | EXTRAS | APR/1984 |
| I-41 | 52.232-17 | INTEREST | JUN/1996 |
| I-42 | 52.232-23 | ASSIGNMENT OF CLAIMS | JAN/1986 |
| I-43 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-44 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-45 | 52.233-1 | DISPUTES | JUL/2002 |
| I-46 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-47 | 52.242-2 | PRODUCTION PROGRESS REPORTS | APR/1991 |
| I-48 | 52.242-10 | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| I-49 | 52.242-12 | REPORT OF SHIPMENT (REPSHIP) | JUN/2003 |
| I-50 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-51 | 52.243-1 | CHANGES--FIXED-PRICE | AUG/1987 |
| I-52 | 52.243-7 | NOTIFICATION OF CHANGES | APR/1984 |
| I-53 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-54 | 52.245-2 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44) | DEC/1989 |
| I-55 | 52.245-4 | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) | JUN/2003 |
| I-56 | 52.245-19 | GOVERNMENT PROPERTY FURNISHED AS-IS | APR/1984 |
| I-57 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-58 | 52.247-1 | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND | APR/1984 |
| I-59 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-60 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-61 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-62 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-63 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES | MAR/1999 |
| I-64 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-65 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-66 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-67 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS | FEB/2003 |
| I-68 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-69 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | OCT/1998 |
| I-70 | 252.219-7003 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/1996 |
| I-71 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2003 |
| I-72 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1) | APR/2003 |
| I-73 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | APR/2003 |
| I-74 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| I-75 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | APR/2003 |
| I-76 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | SEP/2001 |
| I-77 | 252.229-7000 | INVOICES EXCLUSIVE OF TAXES OR DUTIES | JUN/1997 |
| I-78 | 252.229-7006 | VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) | JUN/1997 |
| I-79 | 252.229-7007 | VERIFICATION OF UNITED STATES RECEIPT OF GOODS | JUN/1997 |
| I-80 | 252.229-7008 | RELIEF FROM IMPORT DUTY (UNITED KINGDOM) | JUN/1997 |
| I-81 | 252.232-7008 | ASSIGNMENT OF CLAIMS (OVERSEAS) | JUN/1997 |
| I-82 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-83 | 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | DEC/1991 |
| I-84 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-85 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-86 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) | MAR/2000 |
| I-87 | 252.245-7001 | REPORTS OF GOVERNMENT PROPERTY | MAY/1994 |

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| I-88 | 252.247-7021 | RETURNABLE CONTAINERS OTHER THAN CYLINDERS | MAY/1995 |
| I-89 | 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997)) | OCT/1997 |

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

I-90 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-91 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

(a) Definitions. As used in this clause--

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

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Name of Offeror or Contractor:

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-92 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-93 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-94 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

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Name of Offeror or Contractor:

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

Name of Offeror or Contractor:

- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM | CONTRACT | | |
|-------------|------------|----------|-------|
| DESCRIPTION | LINE ITEMS | QUANTITY | TOTAL |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

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I-95 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-96 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

| | | | |
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CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

I-97 52.247-4011 FOB POINT SEP/1978

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: (City) (State) (ZIP) (County)

(2) Subcontractor's Plant: (City) (State) (ZIP) (County)

[End of Provision]

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---------------------------------|-------------|----------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST | 18-FEB-2004 | 029 | EMAIL |
| Attachment 001 | ATPD | 03-MAR-2004 | 020 | EMAIL |
| Attachment 002 | CONFIGURATION MGT DOCUMENTATION | 03-MAR-2004 | 009 | EMAIL |

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------|------------------------|--|-------------|
| K-1 | 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | DEC/2001 |
| K-2 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| K-3 (a) | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002) | APR/2002 |

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611 .

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

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(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN:_____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other:

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

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(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

[End of Provision]

K-8 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

| |
|--|
| |
| |

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|------------------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to

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|----------------------------------|---|------------------------------|

Name of Offeror or Contractor:

assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) [] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) [] have
[] have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) [] are
[] are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror

[] has
[] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies

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|--------------------|---|----------------|

Name of Offeror or Contractor:

available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-1152.215-6PLACE OF PERFORMANCEOCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

[] intends

[] does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street

Address, City, County, State,

ZIP code)

Name and Address of Owner and

Operator of the Plant or Facility if

Other than Offeror or Respondent.

K-1252.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that--

(a) It [] has

[] has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It [] has

[] has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-1352.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

The offeror represents that

(a) It [] has developed and has on file,

[] has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41

| | | |
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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-R-0541 MOD/AMD</p> | <p style="text-align: center;">Page 94 of 110</p> |
|--|--|--|

Name of Offeror or Contractor:

CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-14 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal

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|----------------------------------|---|------------------------------|

Name of Offeror or Contractor:

Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- [] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- [] (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

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| Name of Offeror or Contractor: | | |

- [] yes
[] no

[End of Provision]

K-16 252.225-7020 TRADE AGREEMENTS CERTIFICATE JAN/2004

(a) Definitions. "Caribbean Basin country end product," "designated country end product," "Free Trade Agreement country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that-
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
 - (iii) A national interest exception to the Trade Agreements Act applies.

(c) Certification and identification of country of origin.

- (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.
- (2) The following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

K-17 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-18 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly

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Name of Offeror or Contractor:

solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
http://www.ccr2000.com/

[End of Provision]

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| K-19 | 52.211-4038 (TACOM) | REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM | APR/1997 |
|------|------------------------|---|----------|

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their nonlisted part numbers.

REPRESENTATION

(1) On (date)_____ we manufactured and supplied to (approved manufacturer)_____ items to which we have assigned our part number _____.
(Approved manufacturer) _____ then redesignated our item with their part number _____ without reworking or modifying our item in any way, and without rejecting more than _____% of the _____ total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number _____ that are identical to items supplied by (approved manufacturer) _____ under their part number _____.

[End of Provision]

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|------|------------------------|------------------------|----------|
| K-20 | 52.215-4010 (TACOM) | AUTHORIZED NEGOTIATORS | JAN/1998 |
|------|------------------------|------------------------|----------|

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

| <u>NAME</u> | <u>TITLE</u> | <u>TELEPHONE NUMBER</u> |
|-------------|--------------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[End of Provision]

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|------|------------------------|---|----------|
| K-21 | 52.223-4002 (TACOM) | USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) | DEC/1993 |
|------|------------------------|---|----------|

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i)

chlorofluorocarbon-11 (CFC-11)
- (ii)

chlorofluorocarbon-12 (CFC-12)
- (iii)

chlorofluorocarbon-13 (CFC-13)
- (iv)

chlorofluorocarbon-111 (CFC-111)
- (v)

chlorofluorocarbon-112 (CFC-112)
- (vi)

chlorofluorocarbon-113 (CFC-113)
- (vii)

chlorofluorocarbon-114 (CFC-114)
- (viii)

chlorofluorocarbon-115 (CFC-115)
- (ix)

chlorofluorocarbon-211 (CFC-211)
- (x)

chlorofluorocarbon-212 (CFC-212)
- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- []

have
- []

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| | | |
| | | |

Name of Offeror or Contractor:

(2) Further, in our review of the specification or technical data package in this solicitation, we--

```
[ ] have
[ ] have not
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found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-22 52.245-4004 REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE JAN/1991
 (TACOM)

The offeror represents that there:

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[ ] is
[ ] is not
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Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[] will
[] will not
[] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

| | | | |
|------|-------------|---|----------|
| K-23 | 52.245-4004 | CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND | JAN/1991 |
| | ALT I | EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY | |

Name of Offeror or Contractor:

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[] will
[] will not
[] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$_____ \$_____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | JAN/2004 |
| L-2 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE | SEP/1990 |
| L-3 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| L-4 | 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR/1991 |
| L-5 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997)) | JAN/2004 |
| L-6 | 52.215-16 | FACILITIES CAPITAL COST OF MONEY | OCT/1997 |
| L-7 | 252.204-7001 | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING | AUG/1999 |
| L-8 | 252.209-7003 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | MAR/1998 |
| L-9 | 52.215-20 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997) | OCT/1997 |

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or

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pricing data, the following applies:

- (1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: TBD

[End of Provision]

L-10 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-11 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

| | |
|--|---|
| U.S. Army Tank-automotive and Armaments Command | HQ, Army Materiel Command |
| ATTN: AMSTA-AQ, Associate Deputy for Contracting | |
| (Protest Coordinator) | or Office of Command Counsel |
| Warren, MI 48397-5000 | ATTN: AMCCC-PL |
| | 9301 Chapek Road, Rm 2-1SE3401 |
| | Ft. Blvoir, VA 22060 |
| | Facsimile number (703) 806-8866/806-8875 |

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.
If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.
Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-12 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

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(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;

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(6) pay appropriate costs as stated in FAR 33.102(b)(2); and

(7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-13 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-14 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

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(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-15 52.215-4004 COST OR PRICING DATA JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

- (1) Has an estimated value of \$10 million or more, or
- (2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

- (i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and
- (ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-16 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party

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information is not to be revealed by the contracted system administrator.

[End of Provision]

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| L-17 | 52.215-4850 (TACOM) | ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION | APR/2004 |
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(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax

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cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]

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| L-18 | 52.219-4003 | HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS | JUN/1997 |
| | (TACOM) | | |

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

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(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-19 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-20 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

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|--------------------------------|---|----------------|
| Name of Offeror or Contractor: | | |

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

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| L-21 | 52.245-4002 (TACOM) | ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING | MAR/1996 |
|------|------------------------|---|----------|

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

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| L-22 | 52.245-4003 (TACOM) | USE OF EXISTING GOVERNMENT-OWNED PROPERTY | MAR/1984 |
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(a) Any offeror desiring to use on a rent-free basis existing facilities, special test equipment and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as Government-owned property and property), including that desired for use by anticipated subcontractors, in the performance of work under any contract resulting from this solicitation must submit as a part of its response hereto a listing of the facilities, special test equipment, and special tooling to be used. Each listing shall set forth the following for each item of property:

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-R-0541 MOD/AMD</p> | <p style="text-align: center;">Page 110 of 110</p> |
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Name of Offeror or Contractor:

- (1) description;
- (2) location;
- (3) identification of the facilities contract or other instrument under which property already in the possession of the offeror is held;

- (4) identification of the contract item(s) which the property will be used to produce;
- (5) amount of use in months of performance of the resulting contract. (The number of months to be set forth shall be inclusive of the first and last month the listed property is to be utilized, as well as all intervening months such property will be available for use whether it will be actually used or not. Fractional portions of a month shall be counted as a full month. There shall also be set forth the inclusive dates by month and year corresponding to such number of months.);

- (6) amount of rent which would be charged if rent-free use were not permitted, calculated in accordance with the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY. (In accordance with that provision, there shall be set forth the acquisition cost, as therein defined, the rental rate applied, and, where the property will be used concurrently in two or more contracts, the amounts of the respective uses in sufficient detail to support proration of rent and the measurement unit used in such proration. For facilities (except real property and rights therein, buildings, structures, and improvements) there shall also be set forth the applicable Federal Supply Classification Code Number and the age of the item as that term is used in said provision).

- (b) The offeror must submit with his response hereto the written permission of the Contracting Officer having cognizance of the property in the possession or control of the offeror or his proposed subcontractor for use of that property in performance of any resulting contract without charge. If such Contracting Officer refuses to grant such permission, the offeror shall immediately notify the Procuring Contracting Officer of this Command (Telephone the buyer at the number given on the SF 33 (page 1 of this solicitation)).

- (c) In the event any offeror requesting rent-free use of government-owned property fails to comply with the above requirements, its offer may be rejected as nonresponsive.

- (d) Only Government-owned property identified as required by paragraph (a) of this provision, for which permission required by paragraph (b) of this provision has been obtained, shall be authorized for rent-free use in the performance of any contract resulting from this solicitation. Such property shall only be authorized for rent-free use for the period designated by the offeror in the solicitation. Use of additional property, notwithstanding any option exercised for increased quantities, or use of property for a further period of time, shall not be authorized unless permission for such use is obtained from the Contracting Officer cognizant of the property and either rent calculated in accordance with FAR 45.403 is charged or the contract price is reduced by an equivalent amount. The contract price shall not be reduced nor rent charged if the use of such property is made beyond the period designated in the solicitation, and such use is due to an excusable delay as defined in paragraph (c) of the DEFAULT clause of this contract.

- (e) Each offeror must make the determination that such facilities, special test equipment and/or special tooling requested for use on a rent-free basis are available for use, that sufficient production capacity exists, and that the requested property is suitable and adaptable to offeror's needs. Offeror must assume full responsibility for these determinations without recourse to adjustment of the contract price or contract delivery schedule; provided, however, that if any such property is or becomes accountable under a facilities contract wherein the Contracting Officer cognizant thereof does terminate or limit the contractor's right to use Government-owned property which has been authorized for use in the performance of this contract, the Contractor shall be entitled hereunder to an appropriate equitable adjustment in the contract price or delivery schedule, or both, to the extent the termination or limitation of use causes an increase in the cost of, or time for, performance of the contract.

- (f) The Contractor may be required to enter into and execute a separate facilities contract governing the use, responsibility, and accountability for Government property it selects and is authorized to use in connection with the performance of any contract resulting from this solicitation. The facilities contract will contain provisions conforming with current applicable regulations and the terms and conditions of this solicitation.

- (g) Existing Government-owned facilities will not be moved into plants of contractors for use in the performance of this contract.

- (h) Any authorized rent-free use of property shall be subject to the evaluation factors set forth in the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

- (i) Rent-free use of property is not authorized for performance on Foreign Military Sales (FMS) cases. The offeror's price for FMS items shall include the appropriate rental charge.

[End of Provision]